Kansas City Area Transportation Authority
PROCUREMENT DEPARTMENT
1350 East 17th Street
Kansas City, Missouri 64108

Request for Proposals

#11-5011-35

PURCHASE TELEPHONE SYSTEM & DATA NETWORK

Date: April 21, 2011

Contact:	**Joyce Young**	**Jim Mellody**
	Buyer II	**Procurement Manager**
Telephone Number:	**(816) 346-0247**	**(816) 346-0279**
Fax Number:	**(816) 346-0336**	**(816) 346-0336**
E-Mail:	**jyoung@kcata.org**	**jmellody@kacat.org**

April 21, 2011

#11-5011-35
PURCHASE TELEPHONE SYSTEM & DATA NETWORK

NOTICE OF REQUEST FOR PROPOSALS (RFP)

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting proposals from qualified firms for a Telephone System and Data Network. KCATA plans to procure a telephone system and data network to replace the current Fujitsu digital telephone system equipped with a CCRM contact center and Nice call recording system and HP voice and data network. The term of the contract will be for five (5) years, including extended warranty

Firms are encouraged to attend the WEBEX conference to be held at 1 p.m., CDT, on May 2, 2011. Elert Associates along with the KCATA staff will review the requirements of this RFP and be available for questions. Please contact Joyce Young at jyoung@kcata.org if your firm plans on attending. Proposers are requested to submit their questions via email prior to the WEBEX conference. WEBEX conference details are included as a part of the proposal schedule. The WEBEX details will also be posted on the web site: www.kcata.org., under "About KCATA", "Doing Business".

Proposals must be received with all required submittals as stated in the RFP, no later than 2 p.m. local time on May 24, 2011. Please reference RFP #11-5011-35 on the submittal cover. Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Proposals must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this RFP:

Kansas City Area Transportation Authority
Central Receiving Department
1350 East 17th Street
Kansas City, Missouri 64108
Attn: Joyce Young, Buyer II
Procurement Department

In addition proposers are asked to send one copy directly to Elert and Associates at an address shown within the RFP. This copy must also meet the submittal requirements shown above.

Submission of a proposal shall constitute a firm offer to KCATA for one hundred twenty (120) days from the date of RFP closing.

For information regarding this proposal, contact Joyce Young at (816) 346-0247 phone, (816) 346-0336 fax or jyoung@kcata.org email. Any questions or requests for clarification are due from Proposers before 11 a.m. local on May 5, 2011, and must be submitted in writing to Joyce Young via email at jyoung@kcata.org. If required, KCATA's response to these submissions will be in the form of an Addendum.

This RFP includes the submission of a Bid Bond in the amount of 5% of the contract amount.

A separate contract goal of 12% for DBE participation has been established for this procurement.

_____
Etta J. Jackson
Director of Procurement

TABLE OF CONTENTS

SECTION 1. PROPOSAL CALENDAR 6

SECTION 2. SCOPE OF SERVICES 8

2.1 QUALIFICATIONS 8
2.2 SCOPE OF SERVICES 8
2.3 GENERAL ROLES AND RESPONSIBILITIES 10
2.4 TELEPHONE SYSTEMS REQUIREMENTS 16
2.5 VOICE MAIL SYSTEM REQUIREMENTS 24
2.6 LDAP INTEGRATION REQUIREMENTS 28
2.7 SYSTEM MANAGEMENT REQUIREMENTS 29
2.8 TELEPHONE AND VOICE MAIL IMPLEMENTATION REQUIREMENTS 30
2.9 CONTACT CENTER REQUIREMENTS 33
2.10 OPTIONAL APPLICATIONS 41
2.11 DATA NETWORK REQUIREMENTS 45

SECTION 3. PROPOSAL INSTRUCTIONS 53

3.1 GENERAL INFORMATION 53
3.2 RESERVATIONS 53
3.3 PROPOSER'S RESPONSIBILITIES 53
3.4 AUTHORIZATION TO PROPOSE 54
3.5 WITHDRAWAL & INCOMPLETE PROPOSALS 54
3.6 MODIFICATION OF PROPOSALS 54
3.7 UNBALANCED PROPOSAL 54
3.8 PROTESTS 54
3.9 DISCLOSURE OF PROPRIETARY INFORMATION. 55

SECTION 4. PROPOSAL SUBMISSION, EVALUATION, AND AWARD 58

4.1 PROPOSAL COPIES 58
4.2 TECHNICAL PROPOSAL FORMAT 58
4.3 TECHNICAL PROPOSAL CONTENT 59
4.4 Title Page 60
4.5 PROPOSAL SUBMISSION REQUIREMENTS – COST PROPOSAL 66
4.6 BASIS FOR CONTRACT AWARD 67
4.7 TECHNICAL PROPOSAL EVALUATION CRITERIA 67
4.8 BONDING REQUIREMENTS (CONSTRUCTION AND FACILITY IMPROVEMENTS) 67
4.9 PRESENTATIONS/INTERVIEWS/WRITTEN RESPONSES 67

ATTACHMENT A: SAMPLE CONTRACT 69

APPENDIX B: SCOPE OF WORK – SPECIFICATIONS 94

APPENDIX C: COST PROPOSAL 95

APPENDIX D: KEY PERSONNEL AND APPROVED SUBCONSULTANTS 96

ATTACHMENT B: PROPOSAL CHECKLIST FORM 97

ATTACHMENT C: REFERENCES FORM ..... SEPARATE ATTACHMENT

ATTACHMENT D-1:BID RESPONSE ..... SEPARATE ATTACHMENT

ATTACHMENT E: VENDOR REGISTRATION APPLICATION.....98
ATTACHMENT F-1: GUIDELINES FOR WORKFORCE ANALYSIS 102
ATTACHMENT F-2.....103
ATTACHMENT G-1: EMPLOYEE ELIGIBILITY VERIFICATION.....104
ATTACHMENT G-2.....105
ATTACHMENT H-1: LOBBYING 106
ATTACHMENT H-2.....107
ATTACHMENT I-1: DEBARMENT.....108
ATTACHMENT I-2 109
ATTACHMENT J: BUY AMERICA.....110
ATTACHMENT K: TRAVEL POLICY…….111
ATTACHMENT L: VENDORS LIST…….……113

NO PROPOSAL REPLY FORM

#11-5011-35

PURCHASE OF TELEPHONE SYSTEM & DATA NETWORK

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Joyce Young, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0336.

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

____ 1. We do not wish to participate in the proposal process.

____ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

____ 3. We do not feel we can be competitive.

____ 4. We do not provide the services on which proposals are requested.

____ 5. Other: _____

____ We wish to remain on the Proposer's list for these services**.**

____ We wish to be removed from the Proposer's list for these services**.**

_____ _____

FIRM NAME SIGNATURE

Return completed form via fax (816) 346-0336

SECTION 1.
PROPOSAL CALENDAR
#11-5011-35
TELEPHONE SYSTEM & DATA NETWORK

RFP Advertised…… April 21, 2011

RFP Issued…….. April 21, 2011

Pre-Bid WEBEX Conference……... May 2, 2011
1:00 p.m. (CDT)

Online Meeting: Meeting Number: 338 431 010 Meeting Password: kcata050211	**iPhones:** https://elert.webex.com/elert/j.php?ED=172450272&UID=0&PW=NNmUzMWY2MDZi&RT=MiM3 Enter your name and email address. Enter the meeting password: kcata050211 Click "Join Now"
Audio Conference Only: To receive a call back, provide your phone number when you join the meeting, or call the number below and enter the access code. Call-in toll number (US/Canada): 1-408-792-6300 Access code: 338 431 010	**For assistance:** Go to https://elert.webex.com/elert/mc On the left navigation bar, click "Support". You can contact: Pat Daniels at: Pat.daniels@elert.com

IMPORTANT NOTICE: This WebEx service included a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, do not join the session.

Questions, Comments and Requests for Clarifications Due to KCATA……..…… May 5, 2011
11 a.m.

KCATA Issues Response to Questions, Comments, and Requests for Clarification…..May 11, 2011

RFP Closing……. May 24, 2011
2 p.m. (CDT)

Interviews (Tentative)…….. June 9-10, 2011

Contract Award (Tentative)…….. July 1, 2011

SECTION 2

KANSAS CITY AREA TRANSPORTATION AUTHORITY

TELEPHONE SYSTEM & DATA NETWORK

QUALIFICATIONS

SCOPE OF SERVICES

SECTION 2.
SCOPE OF SERVICES
#11-5011-35

TELEPHONE SYSTEM & DATA NETWORK

2.1 Qualifications

1. KCATA plans to procure a telephone system and data network to replace the current Fujitsu and HP voice and data network. KCATA currently utilizes a Fujitsu digital telephone system equipped with a CCRM contact center and Nice call recording system. The existing system is located on the second floor of building 1. The solution shall be provided by an experienced Contractor who has extensive IP telephony, data networking, contact center, and unified communications experience.

2. The Respondent has staff employees, with five or more years of experience installing, configuring and maintaining IP telephone systems, contact centers and data network systems. solutions and components.

3. All prospective Respondents must provide a minimum of three installation and three maintenance references for the proposed telephone system, contact center system and data network systems. The references must be similar in scope and size to the KCATA's project and must demonstrate the following:

    1. At minimum, one of the three telephone references must have at least 150 telephones deployed in a multi building campus environment, in the previous two (2) years.

    2. At a minimum, one of the three data network references must have at least 350 ports deployed in a multi building campus environment, in the previous two (2) years.

    3. References must demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least three (3) years of experience with the same system(s) in the same environment.

    4. Contractor and/or its subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty service, and troubleshoot/support the proposed equipment.

    5. Any technician(s) dispatched to install or fix a failed component shall have been factory trained and certified by the manufacturer of the proposed equipment. The Contractor is responsible for following industry standards and all manufacturer installation and maintenance practices.

    6. The Contractor shall provide a turnkey system including but not limited to all hardware, software, installation, training, and support. The telephone system service and maintenance contracts shall be with the implementing Contractor whether the Contractor is a VAR or OEM.

2.2 Scope of Services

A. KCATA plans to procure a telephone system and data network to replace the current Fujitsu and HP voice and data networks and anticipates that the system shall be completed prior to October 31, 2011.

B. Upon completion of this project, KCATA shall have a telecommunications system/service provider capable of providing the following:

1. Platform – All buildings will be served by a single IP/IP hybrid-based telephone platform capable of providing feature transparency and business continuity across all campus locations.

2. Voice Mail – The voice mail system will fully integrate with the telephone system and be capable of supporting optional integration with MS Exchange 2010 .

3. Fault Tolerance – The telephone system shall be highly available and shall be designed to ensure that internal and external traffic can be rerouted or reconnected in the event of a system, network, or PSTN failure.

4. System Management – The management systems shall provide a single point of access to the system for day-to-day administration, reporting, and telephone system maintenance.

5. Unified Communication – The system shall optionally support a wide variety of applications, including presence, instant messaging, mobility, audio conference bridge, collaboration, desktop video conferencing, and PC desktop call control.

6. Paging – The system will support zoned group paging utilizing both the overhead PA system and the telephone speakers. The system will connect to the overhead paging system via Loop Start FXO connections with the existing Bogen TAM B paging interface.

7. Contact Center – The contact center application shall support skills-based voice and multimedia routing and robust reporting. The system shall also allow agents to work from any location on the voice network or from home offices or an external contracted call center location.

8. Data Network Electronics – The HP infrastructure shall be upgraded to support VoIP connectivity and integration between all voice and data applications.

9. Fiber – The existing fiber backbone consisting of multimode fiber shall be utilized to interconnect all data electronics.

10. Serviceability – The system shall be easy to configure and maintain.

C. Existing Infrastructure

1. KCATA currently utilizes a Fujitsu digital telephone system equipped with a CCRM contact center and Nice call recording system. The existing system is located on the second floor of building 1.

2. The KCATA campus consists of four separate buildings.

3. LAN/WAN Data Network Electronics – HP Procurve (see data network section)

4. Cable

   a. CAT 3 or higher cable shall continue to be utilized to support fax and modem connections.

b. KCATA shall provide CAT 5 or higher to support the IP voice and data network.

5. PC Operating System

a. Mostly XP however we have begun to migrate to Windows 7

6. E-mail Platform

a. Server: Exchange 2010

b. Client: Outlook 2007

7. Overhead Paging System Interface

a. (2) Bogen TAM B

2.3 General Roles and Responsibilities

A. Permission to Proceed

1. The Contractor's first task shall be to submit a Project Schedule. The document must identify in detail the exact tasks that the Contractor and KCATA must perform and/or be responsible for in order to accomplish the database collection, network configuration review, order delivery, installation, and configuration of the system, training, and cutover. The Contractor shall project a timeline, by function which shall allow the Contractor to meet the required completion date.

2. The Contractor shall provide KCATA with the following submittals: shop drawings of the proposed equipment placement, equipment lists, voice and data network system databases and system design parameters, etc. All submittals will be provided in MS Word, MS Excel, and MS Visio.

3. The submittals must be approved by KCATA prior the commencement of work. Any work performed prior to this approval is at the Contractor's own risk.

4. The project timeline shall not be altered due to lateness of submittals. The Contractor shall remain bound to deliver a timely, complete, and finished project as stipulated in their contract.

5. The failure of the Contractor to provide submittals as required herein may result in the cancellation of the contract.

6. Contractor must obtain KCATA's permission before proceeding with any work necessitating cutting into or through any part of a building structure.

B. Change Orders

1. Any and all changes must be submitted to KCATA in writing for approval. Any equipment procured or work performed without KCATA's written approval is at the Contractor's own risk.

C. Damage and Cleanup

1. Existing floors, walls, ceilings, or any structural piece shall not be drilled or cut without prior approval of KCATA. The Contractor shall be held responsible for and make payment on any damage caused from the delivery and/or installation of its work.

2. The Contractor shall keep the premises clean from debris and rubbish. At the end of each workday, the Contractor shall remove any rubbish or waste from the working area. If KCATA is required to clean up, the cost shall be charged back to the Contractor.

D. Project Manager

1. The Contractor shall appoint a Project Manager who shall be the main point of contact regarding the project for KCATA. The Project Manager is responsible for the following:

   a. Ensuring the contract is completed successfully in a timely manner.

   b. Guaranteeing the work and performance of all employees and subcontractors that have been hired by the Contractor.

   c. Completing and submitting all required submittals and documentation.

   d. Attending all project coordination and/or construction meetings as required by KCATA, plus chairing a weekly project status meeting throughout the duration of the project.

   e. Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.

   f. Informing KCATA of all unexpected conditions and problems that may result in delay or expense. The Contractor must report issues immediately upon discovery and must provide KCATA with the option(s) for resolving them.

2. If the Contractor seeks to change the Project Manager during the course of the project, such change is subject to prior written approval from KCATA.

3. KCATA reserves the right to request a new Project Manager during the course of the project if the Project Manager does not perform to KCATA's satisfaction.

4. The Contractor shall re-verify closet locations with KCATA's Project Manager prior to installation.

5. Prior to ordering, furnishing, or installing any equipment, the Contractor shall obtain KCATA's written approval of equipment, locations, layout, and installation.

6. If other Contractors' work delays the Contractor, that information must immediately be communicated to KCATA's Project Manager and appropriate extra time may be allowed. Shipping delays are the sole responsibility of the Contractor.

E. Cable Management System

1. The Contractor shall use KCATA's cable management system where equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.

F. Installation Requirements

1. For any equipment items/systems accepted by KCATA and made part of the contract, the database collection, shipping, delivery, installation, configuration, testing, end user and system management training, and documentation must be included in the project schedule.

2. Contractor and/or its subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty services, and troubleshoot/support the proposed equipment.

3. All installing personnel have completed certified manufacturer training, or the Contractor shall contract with manufacturer for installation of all proposed components.

4. The Contractor shall take responsibility for proper ordering, shipping charges, and delivery of all component parts. This includes any components to be ordered from any third-party companies. The Contractor shall be responsible for proper storage of delivered equipment.

5. The personnel listed in the Respondent's proposal shall be the personnel assigned to this project. If changes are required, the Contractor shall gain written approval from KCATA's Project Manager prior to assignment of substitutes.

6. Manufacturer(s) or a certified training agency thereof must be offered to KCATA employees on products supplied.

7. Any technician(s) dispatched to install or fix failed component shall have been factory trained and certified by the manufacturer of the proposed equipment. The Contractor is responsible for following industry standards and all manufacturer installation and maintenance practices.

8. The Contractor is responsible for working with KCATA to understand its IP addressing scheme and for implementing this scheme in the furnished devices. Currently, KCATA uses a mixture of static addressing and DHCP. KCATA shall work with the vendor to enable DHCP addressing for all telephony devices.

9. The Contractor must install equipment per manufacturer specification and industry standards, including airflow, power, grounding, and patch cable connections.

10. The Contractor shall be responsible to label all cables and equipment components installed as part of this project. In doing so, make the labeling of each component…

    a. Unique, to prevent it from being confused with other similar components.

    b. Legible and permanent enough to last the life of the component. Handwritten labels shall not be permitted.

11. Cable ties and Velcro straps shall be installed snugly without deforming cable insulation. Ties shall be spaced at uneven intervals not to exceed 4-feet. No sharp burrs should remain where excess length of the cable tie has been cut.

12. The Contractor shall make the system properly operational and physically secure by mounting equipment and related accessories into furniture, consoles, and racks as required. Manufacturer's guidelines for installation shall be followed. Discrepancies in installation procedure or inability to complete a given task due to a shortage of materials or malfunctioning equipment shall be reported to KCATA immediately upon discovery.

13. Any equipment items/systems accepted by KCATA and made part of the contract, once configured by the Contractor, shall be delivered to the specified customer installation location and installed by the Contractor without any additional cost or

expense to KCATA, and KCATA shall not be deemed to have accepted any equipment until the date of acceptance.

14. The Contractor shall unpack equipment from shipping material and organize equipment into the kits from which it shall be used. This includes checking to ensure that all equipment is complete and fully functional. Empty boxes and packaging shall be neatly organized per KCATA's instructions and removed if requested.

15. Cutovers shall take place outside of normal business hours, including Saturdays and Sundays, to avoid any disruption of service. Sunday presents the best opportunity for cutover work. The Respondent must include the cost (hours) to cutover all proposed voice and data systems after normal business hours.

16. The Contractor shall be responsible for the disposal and inventory of all existing voice and data equipment not incorporated into the new system, including but not limited to items listed below. The equipment shall be inventoried, removed and disposed of by the Contractor.

    a. Fujitsu PBX

    b. PBX backup power

    c. Fujitsu switch tales and associated blocks & brackets

    d. Unused MDF and IDF cross connects

    e. Telephones

    f. Data network electronics

17. The Contractor shall provide updates to KCATA Project Manager on the project status, on an as needed basis.

18. Client quantities included in this RFP are estimates. The Contractor shall be required to perform station surveys to verify quantities. Any increases in components prior to acceptance shall be at pre-cutover costs, and deletions shall not be charged restocking fees.

19. The Contractor shall supply one complete set of hardware and software documentation/manuals for all provided items at no additional cost.

G. Security

1. When deploying any product, software, or application associated with this RFP, the Contractor shall harden the resulting system(s). Hardening includes the following actions:

    a. Determining the purpose of the system and minimum software and hardware requirements

    b. Documenting the minimum hardware, software, and services to be included on the system

    c. Installing the minimum hardware, software, and services necessary to meet the requirements using a documented installation procedure

    d. Installing necessary patches

e. Installing the most secure and up-to-date versions of applications

f. Configuring privilege and access controls by first denying all, then granting back the minimum necessary to each user

g. Configuring security settings as appropriate, enabling allowed activity and disallowing other activity

h. Enabling logging sufficient for KCATA telephony staff to determine equipment faults or configuration problems in the telephony equipment

i. Archiving the configuration and checksums in secure storage prior to system deployment

j. Testing the system to ensure a secure configuration

k. Using secure replication procedures for additional, identically configured systems, making configuration changes on a case-by-case basis

l. Changing all default passwords

m. Testing the resulting systems

H. Project Closeout and Acceptance

1. Punch List – Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to KCATA shall be documented in a punch list by KCATA and provided to the Contractor to rectify.

2. Punch List Approval – The punch list shall be considered complete only after having been signed by KCATA.

3. Acceptance – Acceptance shall occur after all of the following conditions have been met:

a. The Contractor has certified in writing to KCATA that the system is installed and operational in accordance with these specifications and is ready for use.

b. Training as specified is complete.

c. The Contractor has supplied test results needed to verify compliance with the specifications found in this RFP package.

d. The system has been transitioned into service and operates in conformance with manufacturer's published specifications.

e. Public Switched Telephone Network connections with desired local and long distance call routing options requested by KCATA (least cost, next best route, etc.) are all functioning correctly.

f. All of the documentation requirements have been met.

g. All outstanding punch list items have been completed.

h. The system post-cutover requirements have been completed.

i. The system, including all ancillary devices, applications, and options made part of the contract, has had 30 consecutive days with 100 percent availability.

j. KCATA or KCATA's designated representative has inspected the installation and provided written approval.

k. At this time, upon KCATA's written acceptance, operational control becomes the responsibility of KCATA. This constitutes Date of Acceptance. The warranty for the entire system and all components begins on the Date of Acceptance.

I. Voice Systems/Applications Warranty and Maintenance

1. Server and Software Maintenance – The Contractor shall provide all necessary server and software maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term. The Respondent shall be responsible for operating system and database tuning, patches, hardware, and software diagnosis, recovery, and version upgrades as needed. Respondent shall work directly with KCATA on application modifications, diagnosis, recovery, customization, configuration, and how-to questions. Respondent shall manage backups of data, application, operating system, and database management system as required to provide for full recovery in the event of a disaster or hardware failure. The Respondent shall coordinate and work with the server hardware maintenance provider in the diagnosis and repair of the server hardware. Respondent shall perform restores and recovery without KCATA's assistance other than to load tapes as requested.

2. Warranty Period and Maintenance – The Contractor, by entering into a contract with KCATA, warrants and represents that all materials, equipment, and services delivered to KCATA pursuant to the contract conforms to all of the specifications contained or referred herein. The Contractor further guarantees to replace all materials, equipment, software, or services that may be rejected by KCATA due to defective materials or workmanship for a minimum of one year following final acceptance of all systems. Failure or neglect of KCATA to require compliance with any term or condition of the contract specifications shall not be deemed a waiver of such term or condition.

3. Service and Support – The following must be included in the warranty period and under maintenance contract:

a. Monday-Friday, 8:00 a.m. - 5:00 p.m. call-out on minor alarms

b. Seven day per week 24-hour call-out coverage for the items listed below:

i. Critical alarms

ii. System outages including 5% or more of telephones or trunks at department or contact center group.

c. Two-hour on-site response time for critical alarms and system outages

d. Software upgrades including new/next releases and up issues/versions of the same release

e. Patches

f. Corrective maintenance

g. All labor except for except major software releases upgrades

h. Materials

i. Four-hour replacement of critical components

j. Next business day for non-critical components

k. Remote support

l. Telephone support to assist KCATA IT personnel with technical and system management issues and questions

m. Software backups for business continuity

n. Off-site software storage

o. Alarm monitoring

p. Work to completion

q. 24 hour x 7 days a week service center

r. 24 hour x 7 days a week alarm monitoring and remote trouble resolution (Respondent must include all hardware and software required to support this application in base telephone system cost.)

4. Maintenance Guarantee – A signed letter from both the Respondent and manufacturer is required guaranteeing maintenance of the proposed system over its seven (7) year life. Should the manufacturer discontinue this product or cease to do business, the Respondent guarantees to stock an adequate supply of components to maintain the system over its seven (7) year life. Further, should the Respondent cease to do business, the manufacturer guarantees to provide components and services for this installation over its seven (7) year life.

2.4 Telephone Systems Requirements

A. All provided systems must be new and currently in manufacture.

B. The telephone and voice mail systems shall have a single database to administer, provide survivability, offer feature transparency across all locations, and utilize KCATA's WAN/LAN to provide service between the locations specified in this RFP.

C. The telephone platform shall be designed and configured to ensure all IP telephones and PRI gateways have a secondary call control/server that they can re-register with should their primary call control/server fail or be unavailable for any reason. The design architecture shall at a minimum provide two core call control/servers.

D. The telephone system will support integration with the voice mail system and will allow the voice mail system to turn message waiting lights on and off on the telephones.

E. All trunks, including digital and analog, shall be accessible from any location on the network.

F. The telephone system sized and equipped based on the specifications provided in the configuration tables below.

1. Telephone System Configuration Table (2.4 F-1)

Telephone System	Core/ Call Controll	PRI Circuits	Analog COT/Paging Port	Analog FXS Ports	Loud Bell	PC ATT Console	Level 1 Single Line IP	Level 2 Two Line IP	Level 3 Multi Line IP	IP Conference Room Phone	Wall Mount Brackets for IP Phone	Single 20 Button Add On Mod
Maximum Growth with additional license & hardware		6	20	100	25		400					
Equipped licensed @ cutover	2	3	2	47	6	1	16	158	10	10	3	2
Breen	1	2		12			1	53	4	7	1	2
Building 1	1	1	2	23	3		12	83	5	2	1	
Building 3A				5	0		3	8	1	0	1	
Bus Building				6	3			13		1		
Security Guard				1				1				

G. Basic Telephone System Features Requirements

1. ACCOUNT CODE CAPABILITY – An adjunct to Station Message Detail Recording, which allows a station user to enter a cost accounting or client billing code into the system after dialing a long distance number.

2. AREA/OFFICE CODE RESTRICTION – The ability of the switching system to selectively identify six-digit area and office codes and either allow or deny passage of long distance calls to those specific six-digit codes. This type of restriction is usually provided on a trunk group basis and on an “allowed” rather than “denied” basis.

3. AUTOMATIC CALL DISTRIBUTION SERVICE – Indicates the ability of the system to offer uniform distribution of incoming calls to station users (called agents) on a random basis or to the station that has received the fewest calls. This facility generally includes the capabilities to queue, on a first-in, first-out basis, a predetermined number of delay announcements; to identify incoming calls; to transfer to supervisory positions; to transfer to other groups of agents; and to originate non-ACD calls.

4. AUTOMATIC RECALL – After a prescribed period of time, this feature automatically alerts the attendant of a camped-on or unanswered call completed through the attendant position. This enables the attendant to give a status report to the calling party.

5. AUTOMATIC RINGBACK ON HELD CALL – When a station user or attendant places a given line circuit on hold and goes on-hook, the held line shall automatically revert to an incoming call condition after a prescribed period of time.

6. BATTERY BACKUP INDICATION – Notifies the attendant or system administrator when the system is operating off of batteries (for systems that are equipped with battery backup).

7. BUSY OVERRIDE – Allows the attendant entry into an existing busy connection and usually provides a warning tone to that conversation to indicate a third-party entry.

8. CALL BACK QUEUING – Allows a station user encountering an all-trunks-busy condition to activate the Call Back Queuing (CBQ) feature and hang up. When a circuit becomes idle, the system shall recall the user, and when the person answers, the system shall automatically place the call.

9. CALL FORWARDING – Allows a station user to program at any time any internal station number (or the attendant), and when activated by the station user, all incoming calls to this station shall be automatically re-routed to that preprogrammed number.

10. CALL FORWARDING – BUSY LINE – Automatically reroutes incoming Direct Inward Dialing (DID) calls, attendant processed calls, incoming CCSA calls, or direct terminating tie line calls directly to attendant or predetermined secondary station when the called station is busy.

11. CALL FORWARDING – DON'T ANSWER – Similar in function to the "busy line" version of Call Forwarding, automatic re-routing of an incoming call to the attendant or a preprogrammed secondary station occurs when a given station doesn't answer within a prescribed time interval.

12. CALL FORWARDING – DON'T ANSWER/BUSYLINE ON A PREVIOUSLY FORWARDED CALL – In essence, the ability to forward a previously forwarded call.

13. CALL FORWARDING EXTERNAL – The ability to forward a call to a telephone number external to the system (local or long distance).

14. CALL FORWARDING – SOURCE DEPENDENT – Allows the system to be pre-programmed by extension to route calls when an extension is busy, not answered, or in a Do Not Disturb mode to different destinations based on a source being internal or external.

15. CALL PARK – Once a call is placed in the "park" condition, any station within the system may retrieve it by either dialing the appropriate access code or by pressing a special feature button on a station instrument.

16. CALL SPLITTING – The ability to speak privately with one of the parties engaged in a three-party conference call and alternate between the two.

17. CALL WAITING – The ability to hear or produce a beep tone to a busy phone, alerting the user that another call is ringing in. The user then has the choice to alternate between calls, hang up on the original call and take the new call, or ignore that beep tone.

18. CALLING NUMBER DISPLAY – Indicates that a Station Alphanumeric Display or adjunct display unit identifies, via station number, an internal calling party only.

19. CALLING PARTY NUMBER – The ability to display the digits of the number from which an external call originated.

20. CENTRAL OFFICE COMPATIBILITY – System supports ISDN connectivity with the following central office manufacturers.

    a. AT&T 4ESS

    b. AT&T 5ESS

    c. Northern DMS 100

21. CIRCULAR HUNTING – Regardless of whether a given rotary hunt station group is arranged for consecutive or nonconsecutive hunting, this arrangement allows the hunting (for an available nonuse station) to start with the called station line and then proceed in a prearranged order to test all lines in the group, completing the incoming call to the first idle station line.

22. CLASSES OF SERVICE – An industry term referring to the capability of assigning to each station within a system a variety of allowed or denied types of calls on both an incoming and an outgoing basis. In some systems, this further extends to

"programming" specific stations for access to specialized system features. Each system has a predetermined number of such "classes" available for assignment to any station.

23. CONFERENCE CALLS – The ability to connect, at minimum, six but preferably more parties into one phone conversation.

24. DIRECT INWARD DIALING (DID) – A basic facility allowing incoming calls from the public telephone network to reach specific lines without attendant intervention or assistance.

25. DIRECTED CALL PICK-UP – A station user is able to answer calls ringing on any other station within the system by dialing a unique answer code of that particular station to be answered.

26. DISTINCTIVE RINGING – Provides a unique pattern of station ringing to permit the user to distinguish internal from external calls.

27. EXTENSION ASSIGNABLE ACCOUNT CODES – In essence, this feature allows account codes to be used in conjunction with long distance calling only to be able to be activated from the specific station to which it is assigned.

28. FIXED NIGHT SERVICE – An arrangement used to route incoming central office calls, normally answered at the attendant position, to pre-selected stations within the system when the attendant is not on duty.

29. FLEXIBLE NIGHT SERVICE – Permits the attendant to set up night connections in accordance with day-to-day requirements, with full flexibility in the assignment of incoming trunks to various stations. Such night service assignments must be established by the attendant on each occasion they are activated.

30. FORCED ACCOUNT CODE (FAC) – A feature that requires all or certain users to enter a code before dialing an outside number.

31. HANDS-FREE ANSWERBACK – The ability to dial an extension internally and automatically have the microphone turn on without having the person receiving the call pick up the handset. Called party must be able to respond to caller without lifting the handset. External calls shall ring the phone. This is not an auto answer function.

32. HOT-LINE STATIONS –Instruments are specially programmed to dial a specific internal station number or "0" for the attendant when the station user goes off-hook.

33. INCOMING CALL IDENTIFICATION – On Switched Loop Consoles, the attendant is provided with indicator lamps or a numeric/alphanumeric display to identify the type of trunk or trunk group associated with an incoming call that has been directed to that console for processing.

34. INTERCEPT TREATMENT - ATTENDANT – For calls that cannot be completed by the switching system, automatic routing takes place to the attendant.

35. INCOMING DIGIT MANIPULAITON – Ability to add, strip, or completely change the digits of any incoming DNIS, DID, or Tie Line number in order to reroute the call to the appropriate location.

36. INTERCEPT TREATMENT - RECORDED ANNOUNCEMENT – For calls that cannot be completed by the switching system, automatic routing occurs to a recorded announcement that provides the caller with a message to that effect.

37. INTER-GROUP CALL PICKUP – A station user may dial a special code to answer any incoming calls ringing in another designated call pickup group.

38. LAST NUMBER REDIAL – Memory contained either within the system common equipment or within the station instrument; enables the station user to dial a special access digit and activate a speed calling treatment of the last 10 numbers that were dialed or received from/at that station instrument.

39. LEAST COST ROUTING – Usually found only in processor-controlled systems, this facility gives to the switching system (via varying degrees of sophistication) the responsibility to select the most economical circuit to use on outgoing calls initiated by stations.

40. LEAST COST ROUTING WITH 6-DIGIT SCREENING – The ability to screen the first six digits of the dialed number, normally the NPA and NXX, to determine the least expensive trunk group on which to route the call.

41. MESSAGE WAITING – The ability to activate a message waiting lamp on the user's telephone from the attendant console, telephones with appropriate class of service, and voice mail systems.

42. MULTIPLE TRUNK GROUPS – An indication that the switching system is capable of being equipped (and accessed accordingly by station dialing) for more than one group of outgoing trunk circuits.

43. MUSIC ON HOLD ACCESS - SYSTEM – Centralized availability of customer-provided audio source input for system-wide distribution to all "held call" conditions within the system, both for attendant and station use.

44. 911 DIAL PLAN – Users must be able to dial either 9-911 or 911 for access to emergency services. If a caller dials 911, the system should automatically insert the trunk access code (usually a 9).

45. NONCONSECUTIVE HUNTING – Commonly known as Jump Hunting, nonconsecutive station numbers can be "searched" by the switching equipment when dialing the initial master number associated with the hunting group to find connection to the first non-busy station.

46. OFF HOOK ALARM – This feature would notify a predetermined location that a particular station has been off hook for more than 50 seconds. (This is automatically recorded in the CDR record.)

47. OUTGOING TRUNK CAMP-ON PRIORITY – Applying to any trunk group within the system, this facility allows the station user, upon encountering an All Trunks Busy condition, to dial an access code or press a feature button that puts them in queue for an available trunk. The station's queue priority may be assigned on a Class of Service basis.

48. POWER FAILURE TRANSFER-STATION-PER-LINE – Provides automatic ringing of, and direct access to, a designated number of Central Office lines and any predetermined stations on a one-to-one basis during a power failure. The capability of

the system's instrumentation to be operational when so connected to an individual Central Office trunk circuit is inherent.

49. PROGRAMMABLE OUTGOING NUMBER DISPLAY –Allows the outgoing calling line identification for each telephone to be changed to any 10 digit number.

50. RECALL DIAL TONE – When a station user activates a feature that requires presentation of a "second" dial tone, the system provides the caller with a unique audible indication (instead of a "normal" dial tone) when the first dial tone occurs. This assures the caller that an operating feature is being implemented.

51. REMOTE MAINTENANCE FACILITY – This capability extends the Maintenance Facility feature to a remote location, such as a maintenance center. This permits centralized technicians to interrogate the switching system, determine its status, and run tests to determine causes of faults or failures.

52. SPEED CALLING - STATION – Allows station users to assign abbreviated codes to certain frequently called numbers, usually associated with outgoing Central Office calls.

53. SPEED CALLING - SYSTEM – Allows any user on the system to dial abbreviated codes to certain frequently called numbers, usually associated with outgoing Central Office calls.

54. STATION FORCED-BUSY/DO NOT DISTURB – A facility that allows a station user, upon dialing a special code, to "busy-out" the station for temporary periods of time when the user does not want to be disturbed. A corresponding special code must be dialed to re-establish service to the station. While in activation, this facility does not prevent the station from initiating calls.

55. STATION HUNTING - CONSECUTIVE – When stations are arranged in consecutively numbered "groups" and this facility is provided, an incoming call to any of those stations within the group, if busy, shall progressively "search" through the remaining stations within that group and shall establish connection to the first available (non-busy) station.

56. STATION MESSAGE DETAIL RECORDING – Provides a record of calls placed to or from a telephone station or attendant console, including starting time, call duration, all digits of the called/calling number, and the specific trunk or trunk group used.

57. TENANT PARTITIONS – Several closely located customers can simultaneously be served by the same equipment. Each customer is provided with separate attendant facilities, night service, dedicated trunk facilities, and separate feature and class of service complements. This entry specifies the maximum number of different tenant groups supported.

58. TERMINAL HUNTING – Applying to either consecutive or nonconsecutive station hunting arrangements, this feature allows an incoming call to a busy station within a hunt group to proceed only in an upward direction as it "searches" for an available station line.

59. TIE TRUNK ACCESS – Commonly known as tie lines, these are special trunk circuits that interconnect, on a dialable basis, to PBX, or Centrex systems.

60. TOUCH-TONE CALLING – A station and attendant dialing arrangement whereby industry-standard Dual Tone Multi-Frequency signaling is issued at all instruments, attendant consoles and softphones.

61. TRAFFIC REPORTS – Provides the customer with detailed data on the traffic carried by the switching equipment, including peg counts, CCS (centum call statistics) measurements and overflow measurements for all trunks and trunk groups' attendant consoles, stations, features, and any time slot sensitive infrastructure of the proposed system.

62. TRUNK ANSWER FROM ANY STATION – A night service facility activated by the attendant, whereby incoming calls normally directed to the attendant activate a common alerting system (bells, gong, etc.) on the customer's premises. These incoming calls from non-restricted stations thereby "meet" the incoming call.

63. TRUNK-TO-TRUNK CONNECTIONS - ATTENDANT – An attendant is able to establish a connection between any two trunk circuits that terminate in the system.

64. TRUNK-TO-TRUNK CONNECTIONS - STATION – A system may provide this feature in either or both of two versions. (1) A station already in connection with either an incoming or outgoing trunk circuit is able to use the Add-on Conference circuitry to affect a conference with another trunk circuit. (2) Once a three-way conference is so established, the system shall maintain control and supervision of the two trunk circuits in connection.

65. TRUNK VERIFICATION BY CUSTOMER (Attendant) – Applying only to Switched Loop Consoles, the attendant is able to access individual trunks by dialing an access code followed by the specific trunk number for purposes of testing to verify supervision and transmission.

66. UNIFORM CALL DISTRIBUTION – Similar to Automatic Call Distribution Services, the facility permits incoming Central Office calls to be terminated directly from the Central Office to the idlest of a prearranged group of stations without attendant assistance or intervention.

67. VERIFIED FORCED AUTHORIZATION CODES (VFAC) – VFAC supplements the Forced Account Code (FAC) feature. Like the FAC, VFAC requires that a code be entered when an outside call is attempted. The difference is that VFAC checks the code entered against an internal database for accuracy. If the code is genuine, the call is allowed to proceed. If it is invalid, the system returns a reorder tone. The code can be between 4 and 16 digits in length and is specified on a system-wide basis. The codes are randomly generated by the system and are assigned by the programmer via the PI. Up to 10,000 authorization codes can be assigned. As an added level of security, the VFAC branch of the PI is password protected.

68. VOICE PAGING ACCESS – Allows attendants and station users to dial access customer-provided loudspeaker paging equipment.

H. Maintenance Alarm Requirements

1. The system should define an alarm as an event that takes place when an anomaly is detected and corrective action is required.

2. There are three classes of alarms:

a. Critical – Indicates a loss of service that demands immediate attention. This alarm invokes system fail transfer.

b. Major – Indicates a fault that affects service to many users. Usually results in major degradation in service and requires attention to minimize user concerns.

c. Minor – Indicates any fault that does not fall into any of the above two classes (e.g., single set or single trunk failure).

3. An alarm condition is cleared when the fault is resolved.

I. Security Requirements

1. The system offers comprehensive Toll Control as an integral part of the Call Control. It allows restriction of user access to trunk routes and/or specific external directory numbers. It also allows Class of Restriction (COR) and Class of Service (COS) features that can substantially reduce the risk of toll fraud.

2. Authorized access to the system tools provides protection for various administration commands from unauthorized users. The web-based system tools are as follows:

a. System Administration
b. Group Administration
c. Personal Desktop User

J. Telephone Desktop Sets Requirements – The phones shall be manufactured in accordance with FCC hearing aid compatibility technical standards codified at 47 C.F.R. § 68.316 and the Telecommunications Act of 1996.

Telephone System Configuration Table (2.4 J.1)

	Single Line Analog Phone	**Type 1**	**Type 2**	**Type 3**	**Add On Module**
IP Telephone		X	X	X	X
Message Waiting		X	X	X	
Hold Button		X	X	X	
Volume Control		X	X	X	
Transfer		X	X	X	
Conference		X	X	X	
Display		1X20	6X20	6x20	
Line Appearances	1	1	6	12	20
Feature Buttons		6	6	6	
Full Duplex Speakerphone			X	X	
Self-Labeling Phones		X	X	X	X
Headset Jack			X	X	
Wireless Headset Hook Switch Control (EHS)			X	X	
802.1P/Q		X	X	X	X
802.3af		X	X	X	X
(2) 10/100/1000 switch port			X	X	

K. PC Attendant Console Requirements

1. This device is designed for use as a primary, dedicated answer position (or secondary answer position), which must offer the following features:

   a. Up to six primary call handling keys

   b. Answer

   c. Release

   d. Cancel

   e. Hold

   f. Retrieve

   g. Recover last call

   h. Up to 12 user programmable keys

   i. Volume control – ringer, handset

   j. Handset and headset sockets

2. Telephone system shall route calls to a recorded announcement when calls are waiting or call rings reach predefined thresholds.

3. Graphical User Interface – must offer the following capabilities:

   a. Call status bar showing calls waiting to be answered

   b. Call source and destination

   c. Calls on hold

   d. Console status – day/night service, handset/headset, etc.

4. Application Zone – phone book, directory, shared notes, personal notes, and call tracking.

L. E-911 Requirements

1. All 911 calls originating from a KCATA location shall provide an emergency line identification (ELID) number that could be used by the public safety automatic line identification (PSALI) database to identify the location of the calling party. The ELID number shall be a DID number that is assignable to a single telephone or group of telephones that are in the same area.

2. The system must have the ability for on-site notification that a 911 call has been made. The call shall generate an audible alarm and display the calling party line information to a telephone or a PC.

3. The system should have the ability to present an ELID number based on the data electronics switch port that supports the IP telephone.

2.5 Voice Mail System Requirements

A. The voice mail system will support full integration with the proposed telephone system and will cable of turning message waiting lights on the telephones on and off.

B. The voice mail system will support integration with MicroSoft Exchange 2007 and 2010 and Office 2007 and Office 2010.

C. The voice mail system shall be sized and equipped based on the specifications provided in the configuration tables below.

1. Voice Mail System Configuration

a. 20 equipped ports with a capacity of 48 ports

b. 275 equipped voice mail boxes with a capacity of 500 voice mail boxes

c. 25 equipped and configured auto attendants with a capacity of 100 auto attendants

2. 200 equipped hours of storage with a capacity of 400 hours of storage

D. Voice System Features

1. Auto Attendant – Provide multiple auto attendants or trees with the ability to do the following:

a. Play different multi-level greetings depending on the time of day, day of week, or day of year.

b. Provide a KCATA directory that allows dial-by-number or dial-by-name.

c. Provide separate auto attendant or trees for departmental use as required. Can be configured/revised by user-department staff.

d. Allow single-digit option extension.

e. Provide zero-out option to predefined extension number or secondary tree.

2. Broadcast Message – Provide the ability for the system administrator or operator with the appropriate password to send a message to all users on the voice messaging system.

3. Call Answer – VMS calls shall be answered on the first ring and be time and date stamped.

4. Disconnect Detection – The VMS must detect that a caller has hung up and immediately disconnect and restore the line to service.

5. DTMF Signaling – The system must be able to receive and generate standard DTMF tone signaling.

6. Escape – A caller shall have VMS escape options before or after leaving a message by dialing 0 to reach an operator or up to five digits to an extension.

7. Forwarding – The following forwarded call types must be accommodated by the VMS:

a. Internal calls within the telephone system

b. Analog DID, Centrex, 1FBs, or PRI digital service

c. Toll-free lines

d. Tie trunk

8. Identification (Pass Codes) Code – Users accessing the system shall enter at least a six-digit pass code, which must be system validated to provide security.

9. Integration – The voice mail system must fully integrate with the proposed telephone system.

10. Message Forwarding – Messages may be forwarded to single or multiple destinations with or without introductory comments.

11. Pass Code Change Control – The system should allow user-controlled pass code changes.

12. PSTN Connection Blocking – It shall not be possible for a caller connected to the PSTN to be reconnected to the PSTN.

13. Security – A caller shall not be able to pass through any auto attendant to reach an outside line.

14. System Announcement/Broadcast – The system must support a system announcement or broadcast message up to five minutes in length to all mailbox subscribers.

15. System Distribution Lists – The VMS shall support a minimum of 50 system distribution lists with a minimum of 100 mailboxes each.

16. Subscriber Mailboxes – Must provide the following:

    a. Password Protection – Access to a subscriber's mailbox shall be password protected.

    b. Answer Announcement – Individual personalized greetings of up to three minutes for each mailbox are required. At a minimum, the system shall provide standard and extended absence greetings.

    c. Menus – The system must provide easy-to-use menus that allow subscribers to send urgent or private messages.

    d. Message Waiting Notification – The system must be capable of lighting a message-waiting light on a telephone, and provide an option to allow a user to set up external notification to pager, cell phone, or other telecommunications device when a new message has arrived.

    e. Message Reply – Mailbox owners must be able to reply to a message from a mailbox on the same system.

    f. Message Retrieval – Mailbox owners shall automatically be given mailbox status upon call-in. Mailbox status should include the following:

        i. Number of new messages since last access

        ii. Number of saved messages existing

        iii. Upon accessing the messages, the user may delete, skip, or save a message. Saved VMS messages may be deleted only by the user or the VMS administrator.

    g. Station Dialing – In addition to the menu/route, callers may access an individual station by inputting either the extension number or the called party's last name.

h. User Controls – The VMS protocol shall provide the following user controls:

i. Playback messages

ii. Skip to next message

iii. Forward/review within the message

iv. Cancel review

v. Replay last message

vi. Replay faster or slower

vii. Pause

viii. Append information

ix. Forward message (to mailbox or list)

x. Create new answer announcement

xi. Increase playback volume

xii. Tutorial – The system must provide a user tutorial that assists new subscribers with mailbox setup.

i. Message Review – It shall be possible for a caller leaving a voice mail message to review, edit or delete the message.

j. VMS Remote Maintenance – The system shall be equipped with a remote maintenance port to allow the manufacturer, supplier, or system administrator to connect remotely to perform service or administrative functions.

k. Voice Mail Security Requirements

i. Audit Trail – Users may designate a necessary written record of message destination, input time, and receipt. This audit trail shall be printed on the administrative console along with daily reports.

ii. Password – At least six digits (alphanumeric), with automatic shut-off should three successive failures occur in trying to gain entry within a ten-minute timeframe or less. At the time of shutdown, an alarm should appear on the on-site administrative terminal.

iii. Password Change Control – The ability to force users to change their pass code periodically. This is a variable length of time, which normally can be set by the system administrator as required.

l. System Administration Requirements

i. System Management – The system should be accessible from the same tools used to manage the telephone system.

ii. System Changes – The administrator must be able to add/delete mailboxes, change general recordings, and perform other administrative duties while the system is in operation.

iii. VMS Usage Reports – Shall be available on customer demand or automatically on a pre-programmed basis of quarter-, half-, or one-hour

timeframes or daily and weekly. At a minimum, they shall report the following:

1. Storage space used for announcement or information mailboxes
2. Message storage space
3. Maximum storage space used during the report interval

iv. VMS Traffic Reports – Shall be available on customer demand and should include the following:

1. Total calls answered
2. Total calls routed to station
3. Total calls routed to default
4. Total calls abandoned
5. CCS use and call count by input port
6. Greetings played
7. Number of log-ins
8. User connect time
9. Caller connect time
10. Number of messages left
11. Number of pages

v. System Backup – Provide a means to back up all system configurations, including mailboxes, greetings, auto attendants, and messages. This is normally provided through a tape backup system or via connection to a separate storage device through the LAN.

2.6 LDAP Integration Requirements

A. LDAP interface with MS Active Directory. The interface shall allow the following system management functions to be accessed:

a. Add a new user's telephone and voice mailbox.

b. Change a user's telephone number.

c. Change a user's name.

d. Change a user's VM password.

e. Update the system telephone directory.

f. Change PSTN access privileges.

g. Change feature privileges.

h. Enable access to applications such as Presence and Audio Conferencing.

2.7 System Management Requirements

1. The system must offer a complete telecommunications management tool that is capable of the following:
    a. Allow user telephone and voicemail administration, including the ability to schedule updates.
    b. Allow configuration of global, group, or individual configuration changes.
    c. Provide templates for all telephone models and configurations.
    d. Provide alarm management with page-out capability.
    e. Provide scheduling of maintenance functions such as upgrades, backups, and restore.
    f. Provide remote software distribution and installation.
    g. Locate unused directory numbers and unused circuits.
    h. Provide tools that allow maintenance personnel to troubleshoot IP-related issues down to the telephone level, including but not limited to congestion, packet loss, jitter, and cmos scores.
2. The telephone system should have the following programming tools designed for different user levels:
    a. System Administration Tool – Provides an interface for trained technicians to use to program the system.
    b. Group Administration Tool – Provides an interface that enables administrators and receptionists to make changes to user information (e.g., hunt groups).
    c. Desktop Tool – Provides an interface for telephone users to program their telephone feature keys.
    d. Configuration Tool – Enables the installer to get a new system or gateway up and running.
3. Call Accounting System Requirements
    1. The system must provide browser access for system administration, reporting, and maintenance.
    2. The system shall be capable of collecting all inbound (including CLID if provided), outbound, and internal call records from the telephone system.
    3. The system shall support Authorization/Account codes.
    4. The user database shall support the following inputs or fields:
        a. Telephone number
        b. First and last name
        c. Department or account number
        d. Authorization/account code
        e. Telephone type & associated cost

f. Location, including building and room number

5. The system shall allow customized call costing for each trunk group.

6. The system shall provide standard and customizable report options, which can be generated monthly, weekly, daily, or ad hoc as needed.

7. The system shall allow monthly reports to be automatically generated and distributed via email or accessed via web browser as designated by KCATA.

8. The system shall allow reports to be generated on any of the defined user fields.

9. The system shall provide call tracing capability—i.e., the ability to trap individual internal and external telephone numbers and generate alarms when a call is received or transmitted from a predefined number.

2.8 Telephone and Voice Mail Implementation Requirements

A. Informational Presentation – As these specifications are put together with no specific equipment or Respondent in mind, the Contractor shall include in the installation cost two informational presentations for KCATA management. The presentation will include an overview of all products and applications purchased with an explanation of how they are being deploy/utilized by other organizations.

B. Standards Meeting – This second round of meetings is to determine KCATA standards for how the system is to be installed. The Contractor's customer service personnel shall inform KCATA Project Manager of decisions that they will need to make regarding the equipment being installed. KCATA Project Manager shall indicate which decisions are KCATA standards and which decisions are available for the departments to make. Any decisions or requests at the department level that either increase cost or are outside of KCATA standards require the written approval of KCATA Project Manager.

C. Station Reviews – The Contractor's customer service personnel shall hold departmental meetings with each department to determine features, types of phone and physical location, call routing, restrictions, desktop applications, enhanced 911 database etc., on a per-phone basis. KCATA shall assist with scheduling, but the Contractor is responsible for collecting any and all information required to install, configure, and cutover the systems and applications.

D. Documentation – The Contractor shall be responsible for marking the location of each telephone on KCATA-provided floor plans and updating KCATA cable records and cut sheets. Following the cutover, the Contractor shall provide KCATA with an updated database and cable records in an electronic format (such as Microsoft Excel or Access) and one complete set of updated floor plans. There shall be no exceptions to this.

E. Equipment Installation – The Contractor is required to install, configure, and test all materials and equipment provided under this RFP.

F. System Programming – The Contractor shall provide all system programming and database entry, including but not limited to stations and station features, voice mail boxes, enhanced 911, auto attendant trunks, least cost routing, networking, and integrated connections to the voice mail system, system management, call accounting, and data network to provide a fully operational turnkey telephone, voice messaging system, system management, and call accounting system.

G. Telephone Connections – The Contractor shall provide and complete all required cross connects or patch cord connections between the telephone system equipment and the telephones at the main equipment room (MER) and all telephone room (TR) locations, including all required connections between the data switch and VoIP telephones.

H. Data Network Connection – The Contractor shall provide and install all required connections between the telephone system and the data network, including all cable, jacks, patch panels, and patch cords.

I. Data Network Configuration – The Contractor shall be responsible for providing all QoS, VLAN, and IP addressing configuration requirements to support all VoIP applications to KCATA and shall assist KCATA IT staff with the configuration/installation.

J. Set, Test, and Label – All phones, faxes, and modems shall be live. The Contractor is responsible for placing, testing, and labeling all phones. Every phone, fax, and modem line shall be tested to ensure it can make and receive calls at the assigned number and the assigned features and PSTN connections function properly when placed.

K. Asset Tags – Contractor shall label and inventory all provided equipment and components valued at a $1,000.00 or higher with a KCATA-supplied asset tag. At a minimum, the inventory shall include the name of the device, serial number, and asset tag number.

L. Interconnection and Coordination with Local Telephone Utility – The local exchange carrier and/or alternate carrier shall provide trunks and PRIs. The Contractor shall provide complete coordination between switch and local telephone utility regarding T-1 trunks and leased lines. The Contractor must also coordinate with the IT staff for connection to KCATA network.

M. When installation is complete, the Contractor shall furnish KCATA with one complete set (in a three-ring binder) of project documentation, as well as electronic copies of project documentation on CD in MS Office format.

N. The Contractor shall provide documentation as follows:

1. Logical diagrams for the voice and data products provided, installed, and connected to the network
2. Static IP numbers assigned to all telephony equipment, noted both on diagrams and on a separate table/spreadsheet
3. Standard templates for all telephones provided
4. Numbering plan design for each location
5. Least cost call routing schemes
6. Class of restriction tables
7. Class of service tables
8. Route and trunk configuration tables
9. IP networking Quality of Service configurations
10. Contact center call flow diagram
11. Dial Number Identification Service (DNIS) assignment
12. Call recording configuration and telephone assignments

13. Diagram of all auto attendants/self service trees/menu services

14. Enhanced 911 database

O. Training Requirements

1. Telephone & Voice Mail End User – The Contractor shall conduct on-site, hands-on user training sessions for all users, limited to a maximum of 12 people in any one session. Sessions shall last approximately one (1) hour each. The Contractor is responsible for the cost to install cable from the switch to the training location to provide up to 12 live telephones.

2. Attendant – The Contractor shall provide a minimum of two (2) hours of on-site, hands-on training for all attendants.

3. System Management – The Contractor shall provide training manual and a minimum of twelve (12) hours of training for two system administrators on the use of the system management tools and modules provided, including the following:

   a. Familiarization with features of all components

   b. Add, move, or change telephones and voice mail boxes

   c. Add or change user templates

   d. Add or change class of service and trunk group restriction

   e. Add or change auto attendants

   f. Configuration details of selected applications, and how to configure new users or groups

   g. Run traffic reports

   h. Find unused numbers

   i. Utilization of IP troubleshooting tools

   j. Overview of system documentation and use of all system manuals

4. Call Accounting – The Contractor shall provide a minimum of four (4) hours of training for two system administrators on the use of the call accounting system provided, including:

   a. Familiarization with features of all components

   b. Moves, adds, and changes for the following:

      i. Users

      ii. Departments & department numbers

      iii. Locations

      iv. Trunk groups

      v. Trunks

      vi. Account codes

      vii. Telephone type

viii. Rate table updates

c. Report generation

d. Overview of system documentation and use of all system manuals

5. Refresher Training – The Contractor shall offer refresher training classes three weeks after the cutover. This training shall include live telephones for an eight (8) hour day.

6. Training Media – Training media from the manufacturer are required to be left on site or be accessible through the internet. KCATA also has the right to videotape training classes given by the Contractor.

7. Training Manual – A minimum of one (1) complete system management training manual shall be provided by the date of acceptance, detailing all information necessary for full use of the system proposed. Station user manuals are to be provided for all users. Payment may be withheld until a complete and accurate training manual has been provided.

8. Technical Manual – As a part of the equipment to be delivered, the Contractor shall provide one complete set of technical manuals in electronic format on Compact Disc.

P. Post-Cutover Requirements

1. Cutover – On the day of the cutover and the following five (5) business days, the Contractor is required to provide a project team on site to resolve technical issues, provide follow-up training, and staff a helpline for users to call and report problems.

2. The Contractor is required to complete the following items within the first 30 days following the cutover of each system:

a. Completion of any outstanding adds, moves, or changes

b. Internal system traffic study

c. Refresher training classes

d. Station software changes

2.9 Contact Center Requirements

A. The Contact Center call routing and reporting application server shall be located in KCATA's Data Center located in Breen Building.

B. All applications provided in support of the Contact Center under this RFP shall be available to all KCATA offices, including for home office workers and remote contracted contact center agents.

C. The Contact Center shall be capable of supporting the addition of an IVR application in the future. The IVR application shall provide integration with the telephone system and contact center applications and shall support database integration with ODBC and 3270 emulation compliant applications.

D. The Contact Center Application shall be equipped and configured based on quantities provided below.

1. Contact Center System Configuration Table (2.9 D.1)

Funtion	Information	ADA	Auditor 3
ACD/DNIS Numbers	5	2	2
Voice Skill Groups	5	5	2
Email/Chat Skill Groups	4	4	0
Agents	12	8	3
Remote Agent	2	2	0
Supervisors	1	1	1
Custom Reports	10	10	5
RAN	3	3	3

2. Contact Center Call Recording Sizing Requirements

   The call recording system will allow KCATA to record up to 25 predefined telephones no matter where they are located in the enterprise. At a minimum, 20 of the seats will provide synchronized voice and screen recordings for the Information and ADA Contact Centers. The remaining ports will provide on demand call recording for a predefined set of telephones located at in non call center offices.

E. The Contact Center Call Routing and Reporting Application shall support the following:

1. ACD GROUP – Multiple telephones or agents assigned to the same incoming number. The ACD feature of the switch distributes incoming calls evenly to all telephones or agents in the group based on customer-defined parameters such as longest idle, priority, agent status, and occupancy.

2. ACD TEAMS – The ability to sub-define an ACD group into different teams of agents. Teams can also be used to define subgroups of agents across ACD groups.

3. AGENT – The number of agents that can be simultaneously logged on to the system. Agents are assigned an identification code that they use to log on to a telephone instrument. The Agent ID brings the agent's individual agent characteristics (skill set assignments, priority levels) to that instrument.

4. ACTIVITY CODES – The ability of the system to accumulate and report information regarding the types of calls handled by agents through use of event recorders or "stroke counts" at the agent set, typically provided via a feature button on the agent set. The system must support use of multiple activity codes per call, with agents allowed to enter these codes at any time during or after the call and with each registration silent to the caller.

5. AUTOMATIC AGENT BUSYOUT – The ability of the system to recognize when a caller is presented to the next available agent and the agent does not answer the call. When such an event occurs, the system automatically removes the agent from the queue, flags the event for reporting, and returns the call to the front of the queue for delivery to the next available agent.

6. AUTOMATIC REPORTING – The ability to program the system to generate historical reports automatically at preset intervals.

7. CALLS WAITING DISPLAY – For those agents equipped with digital phones, a light can be programmed on their set to indicate the level of the number of calls waiting in

queue. For those agents equipped with display sets, this information must be capable of being displayed on the set's display.

8. DNIS ROUTING – The ability to route incoming calls to specific ACD groups or routing tables based upon the DNIS or DID number of the call.

9. DNIS NAME DISPLAY – Allows a name to be associated with the dial number terminating on an agent's telephone.

10. RECORDED ANNOUNCEMENT – Each ACD group shall have the ability to play a minimum of three separate announcements to a caller placed into queue. The first would be provided to a caller upon entering the queue when the ACD group is open. The second would be provided/repeated once a caller has held beyond a predefined threshold. The third would be played when the ACD group is closed.

11. MUSIC ON HOLD – The ability to provide a caller in queue a music or information source in between announcements.

12. SILENT MONITOR – The ability of the system to allow supervisors to silently monitor conversations of agents assigned to their groups.

13. SUPERVISOR AS AGENT – The ability of the system to allow supervisors to temporarily handle incoming calls during busy periods, usually provided by the supervisor's use of an Agent ID.

14. SUPERVISOR ASSISTANCE – The ability of the agent to press a single button on the telephone to signal a supervisor for assistance with the call.

15. AGENT CHARACTERISTICS – The ability to separately define for each agent specific restrictions/allowances to system features and facilities, based on a class of service or similar basis. Up to 64 such classes of service must be individually assignable to agents, with the system permitting multiple classes of service to be assigned to agents within the same group.

16. AGENT PC INTERFACE – Agent can view the current status of their assigned groups, including the number of calls waiting, the duration of the longest call waiting, the average speed of answer, the status of each agent, and the number of calls they have answered. Screen refresh time (the time it takes the system to update the real-time information of the screen) must not be any longer than two seconds

17. ANI ROUTING – The ability to route incoming calls to specific ACD groups or skill set routing tables based upon the ANI (Automatic Number Identification) or account number information provided by caller in the IVR system.

18. AUTOMATIC PRIORITY UPGRADE – The ability of the system to automatically upgrade the priority level of an individual call, typically based upon the length of time that the call has been holding.

19. AUTOMATIC ROUTING BY SHIFT SCHEDULE – Similar to the Time-of-Day Routing feature, the ability of the system to automatically change the routing patterns of incoming calls based on the shift schedule of the ACD group. Shift schedules must be capable of being individually defined for each group with at least three shifts per group supported.

20. CALL PROMPTING WITHOUT LOSS OF QUEUE PLACEMENT – The ability of the system to provide a waiting caller with a menu that provides the caller with various

options (such as leaving a voice mail message, transferring to a specific extension, return to IVR, continuing to wait in queue, etc.), which are activated via pushbutton commands. While the callers are presented with their various options, the system maintains their place in queue, allowing those who choose to remain in queue to be presented to the next available agent.

21. CONDITIONAL CALL ROUTING – Monitors real-time parameters such as calls waiting, available agents, and wait time, and automatically reconfigures the routing sequence of calls to continually optimize the handling of incoming calls.

22. DYNAMIC RECONFIGURATION CAPABILITIES – The supervisor must have the ability to dynamically change certain system, agent, and group parameters on a real-time basis in order to quickly respond to dynamically changing conditions. For each parameter listed below, indicate whether the system is capable of allowing supervisors the ability to make such changes on a real-time basis.

    a. Sign-On/Off Agents

    b. Move Agents between Groups/Skills and Teams

    c. Change Incoming Call Routing Patterns

23. EXPECTED WAIT TIME – Upon entering the system the caller will be told what their expected wait time is based on the current call volumes and agent availability when they entered the queue.

24. FLEXIBLE CALL ROUTING CAPABILITIES – The ability of the system to direct incoming calls to software "pointers" or "vectors" in the system, with each pointer or vector having an associated routing table to direct the processing of the call. As opposed to traditional methods of directly assigning incoming trunks to specific ACD groups, flexible call routing systems permit users more flexibility in responding to dynamic incoming calling patterns, as these pointers and their associated routing table may be simply "swapped" to respond to changing conditions.

25. LAST AGENT ROUTING – The ability to route a caller to the agent that they worked with last based on their calling line ID.

26. MULTI-GROUP QUEUING – The ability of the system to queue a particular call to up to three groups or skill sets at the same time.

27. OFF SITE ACD AGENT – Allows an ACD agent to be located off site with all features and functions available as if they were located on site.

28. TIME-OF-DAY ROUTING – The ability of the system to automatically change the routing pattern of incoming calls based upon the time of day. At least three automatic time-of-day changes per group/routing pattern must be supported.

29. SKILLS BASED ROUTING – The ability to route a contact to a particular group of predefined agents who have the expertise or skill required to manage the contact. Contact routing is determined by the DNIS or ANI digits, account number presented, chat session origination or email address presented when the contact enters the Contact Center System. The contact can be queued against a single skill set or multiple skill sets as needed.

30. SKILL SETS – Skill sets are defined by the supervisor or system administrator based on the type of contact to be handled. Agents are assigned to a skill set with priority

rankings based on their level of subject matter expertise. An agent may be assigned to multiple skill sets and have a different priority level in each.

31. MUTLIMEDIA – The system will allow email and chats request to be put in queue along with the standard voice traffic and routed to the appropriate skill set or group.

32. COLOR SUPERVISOR TERMINAL – Browser-based supervisor terminal highlights various information in different colors to draw attention to conditions exceeding customer-established limits.

33. CUSTOMIZED REPORTING – The ability of the system to provide reports that can be customized by supervisors in both format and the calculation of data. At a minimum, attach a copy of a system manual that details the process by which supervisors can customize their reports.

34. GRAPHICAL REPORTING INTERFACE – The ability of the system to present both real-time and historical reports in a graph form to enhance both the presentation and understanding of the data. Indicate which of the following types of graphs are supported.

    a. Bar

    b. Stacked Bar

    c. Pie

    d. Area

35. HISTORICAL REPORTING – The ability of the system to accumulate data regarding system performance and generate appropriate reports detailing system operation over a specified period. Reporting periods that can be specified must be interval, hourly, daily, weekly, and monthly at the very least. Reports must be capable of being directed to external printers or the supervisor's terminal screen at the supervisor's discretion, as well as being stored in a file format suitable for export to an external computing platform for additional processing. Attach documentation to your proposal detailing the reports and the information included in each report that has been included in the cost of the proposed system.

36. ON-DEMAND REPORTING – The ability to request historical reports at any time (for example, shift totals), with the entire reporting format options made available to the supervisor requesting such reports.

37. CRADLE TO GRAVE REPORTING – Ability to run a report which traces a single call from the time it enters the IVR/Contact Center application until it has been disconnected including hold times, transfers and talk time.

38. SUPERVISOR ACCESS – Supervisors can view the current status of their assigned agents and groups, the number of calls waiting for each group, the duration of the longest call waiting for each group, the average speed of answer for each group, the status of each agent, and the length of time that each agent has been in that state. Screen refresh time (the time it takes the system to update the real-time information of the screen) must not be any longer than two seconds.

39. SUPERVISOR ACCESS RESTRICTIONS – The system shall support multiple levels of system administrative and supervisor access to be defined from fully restricted view only to fully unrestricted system access.

40. DASH Board DISPLAY CAPABILITIES – The ability of the system to offer contact center as well as the agents performance statistics directly to their PC Display. This feature also allows the Supervisor to send messages to agents.

F. Call Recording Application will support the following:

1. VoIP Integration – The system will provide VoIP integration with the proposed PBX platform and allow a combination of full-time, on-demand and Contact Center call recording to be used at any of KCATA's.

2. ACD Agent PC Dual Screen Capture – During the course of the agent-customer conversation, all agent PC activity is recorded and automatically synchronized with the recorded phone conversation.

3. Playback – The system will allow supervisors to simply choose the recorded interaction to be reviewed, and the recorded PC activity and conversation is replayed in a full motion format.

4. Performance Evaluation – The system will provided browser-based evaluation tools that can be customized to meet KCATA's unique grading requirements. It will support standard grading formats including Yes/No, Pass/Fail, Excellent/Good/Average/Poor and allow KCATA to customize scoring as needed. Questions or sections can be weighted differently. In addition, it will automatically calculate the scores and store the results on the server.

5. Historical Reports – System will allow reports to be generated for a specific agent, group/skill set or evaluation form. Reporting periods that can be specified must be interval, hourly, daily, weekly, and monthly.

6. Report Format – Supported formats include Crystal Reports, PDF, and MS Excel.

7. Automatic Evaluation Scheduling – Allows the scheduling of a predetermined number of recorded calls per agent to be automatically located and presented to the supervisor to grade.

8. Call Location – Supervisors can quickly locate all calls that have been recorded or graded for their agents using a wide variety of search criteria, such date and time, agent ID, calling number, and DNIS digits.

9. Agents Access – From their desktop, the agents will be able to review and grade their recorded calls and view performance evaluations.

G. Contact Center Implementation

1. Personnel – The Contractor shall provide personnel who specialize in Contact Center deployments and are fully certified on the Contact Center applications provided.

2. Standards – As these specifications are put together with no specific equipment or Respondent in mind, the Contractor shall include in the installation cost two (2) hours to provide informational presentations to KCATA's Contact Center Management (CCM). The purpose of the meetings is to provide a full review of the system's call routing functionality, reporting capabilities, and agent and supervisor features. The Contractor's Contact Center Specialists (CCS) shall inform all CCMs of decisions that they shall need to make regarding the equipment and software being installed.

3. Contact Center Design Reviews – The Contractor's CCS personnel shall hold separate meetings with the three primary contact centers to determine specific routing, reporting, agent, and supervisor needs of each department as required to fully design and implement a turnkey solution for each group.

4. Equipment Installation – The Contractor shall install, configure, and test all materials and equipment provided under this RFP.

5. System Programming – The Contractor shall provide all system programming and database entry, including but not limited to agents, supervisors, call routing, scripts, custom reports, call recording logs, and system backups to provide a fully operational turnkey Contact Center solution.

H. Contact Center Training

1. ACD Supervisor/Agent Telephone User – The Contractor shall provide separate training sessions for all ACD telephone users, limited to six (6) people maximum in any one session. Sessions shall last approximately two (2) hours each. Training shall include telephone operation and any advanced ACD features provided through a PC. Training shall occur at a location specified by KCATA.

2. Supervisor Applications – The Contractor shall provide two (2) hours supervisor/management overview training for the following:

   a. Contact Center Application – Two to four (2-4) hours, to include:

      i. Supervisor display, monitoring, and messaging capabilities

      ii. Generating reports

      iii. Skill set creation

      iv. Setting agent priorities and skill sets

   b. Call Recordings – Two to four (2 -4) hours, to include:

      i. Supervisor display and monitoring capabilities

      ii. Call review and evaluation tools

      iii. Use of tools training

3. Agent Applications – The Contractor shall provide four (4) separate Agent training sessions for each of the applications listed below:

   a. Contact Center Application – One (1) hour, to include:

      i. Agent display, monitoring, and messaging capabilities

   b. Call Recordings – One (1) hour, to include:

      i. Agent display and monitoring capabilities

      ii. Call review and evaluation tools

4. System Management – The Contractor shall provide two (2) hours in-depth training for at least two (2) system administrators on the use of the system management tools and modules provided, including the following:

   a. Supervisor display, monitoring, and messaging capabilities

b. Generating reports

c. Skill set creation

d. Call flow scripting

e. Setup and assignment of ACD groups

f. Setting agent priorities and skill sets

g. Moving agents

5. Call Recordings – Four (4) hours of training, including the following:

a. Supervisor display and monitoring capabilities

b. Call review and evaluation tools

c. Evaluation form design

d. Report generation and configuration

6. Provide overview of system documentation and use of all system manuals.

I. Contact Center Documentation

1. The Contractor shall provide manuals (full documentation) for all components and an explanation of where and how to obtain support.

2. Instruction Manuals

a. The Agent Manual shall be customized and provide instructions for all applications to which agents have access.

b. The Supervisor Manual shall be customized and provide instructions for all applications to which supervisors have access.

3. Technical Manual – As a part of the equipment to be delivered, the Contractor shall furnish with the equipment one (1) complete technical service manual describing the all components implemented in support of KCATA's Contact Center Applications, as well as media in CD and online form.

J. Contact Center Post-Cutover Requirements

1. The Contractor shall provide a minimum of one (1) Contact Center Specialist for three (3) business days following the cutover of the Contact Center applications to assist supervisors, agents, and management with the deployed applications.

2. Following the first full month of service, the Contact Center Specialist shall verify that all applications and reports are performing as expected and shall review the information, reports, and audited information collected with the Contact Center Management Team.

K. Contact Center Service and Support

1. In addition to the general maintenance service, the Contractor's Contact Center specialists shall provide bi-annual review and audit of all Contact Center applications and performance and shall make recommendations on any required changes.

2.10 Optional Applications

A. Option 1: Conference Bridge with Collaboration Requirements

1. The audio conference bridge shall be fully integrated with the proposed telephone system and shall support features such as authorization codes, call detailed recording, and charge accounts for billing.

2. The system administrator/users shall have access to the system via Web-based tools for scheduling, conference control, adding users, and running reports.

3. The system shall support automatic dial-out and/or participant dial-in.

4. User access shall be password protected and support multiple levels of system/user privileges.

5. Conference chairperson shall have the ability to add or remove conferees with either touch tone or Web-based commands.

6. The system shall support several simultaneous conferences or a single conference and allow for complete utilization of all equipped channels.

7. The system shall provide collaboration capabilities that shall allow conference attendees to view or share files, applications, or presentations. This service shall support one-on-one or one-to-many collaboration sessions.

8. System may optionally allow all meetings to be recorded.

B. Option 2: Unified Communication

1. PC Desktop Call Control

a. Directory/Contacts Dialing – Provide a drop-down box for name entry and dialing from internal directory or Outlook contacts.

b. Call Control – Provide call control, including dialing, disconnect, transfer, and conference.

c. Key Label – Allow user to change the label associated with feature or line appearance key.

d. Speed Call List – Allow user to program numbers into a personal speed call list.

e. Call History – Allow user to view and redial a minimum of the last 100 calls placed or received at their telephone extension. The history must include the following:

i. Date

ii. Start and end time

iii. Telephone number

iv. Name from system directory and Outlook contacts database

f. Personal Voice Mail Administration – User must have the ability to change their call coverage destination, outcall notification, and find me number.

g. Status Change – Allow user to select a status that approximates their current state from a group of predefined definitions.

h. PC Desktop Presence Application

i. Presence – The ability to dynamically display a person or group of peoples' availability or status for various communication systems, including desktop and mobile telephone, IM, PC activity, and Outlook calendar information.

ii. Work Groups/Buddy List – Each user must be allowed to define work groups or a buddy list and assign other users as required, provided their restriction class allows.

iii. Restriction Class – Provides a means to restrict which users an individual can view in their buddy list or workgroup.

j. Collaboration – Provide the means to allow real time file sharing and white boarding.

k. Instant Messaging – Provide the ability to send and receive secure text messages within KCATA network. The system must provide logging and archive capabilities and support authentication and encryption.

l. Docking – Allow user to dock the application on the top, side, or bottom of monitor or minimize to system tray if desired.

C. Option 3: PC Desktop Video – Allow user to request and establish a video call with other video-enabled users on the system.

1. User's desktop PC shall be utilized to manage and view video calls.

2. Video user shall be able to allow or deny a request for video call.

3. Video users who have an active audio call shall be able to establish a video call with no interruption to the existing call.

4. Audio shall be available through telephone handset, PC speaker and microphone, or USB headset.

5. Multi-party video conferencing, if equipped, shall be available to all video users.

D. Option 4: Mobility

1. Single Number Reach for Mobile User – Allow user to define when and how calls that are presented to a user's PBX telephone are distributed to their mobile or stationary device, including the following:

a. Time of day and day of week

b. Call ringing location

i. Desk phone

ii. Cell phone

iii. Other location

iv. Simultaneous at desk phone and designated alternate

c. Number of rings before forwarding

2. Call Hand Off – Allow user to hand off active call from desk phone to mobile or from mobile to desk phone without interrupting the call.

3. Call Control – Allow user to access PBX features, including the ability to transfer, conference, and place outgoing calls utilizing simple feature/access codes.

4. Presence – Mobile device users' availability shall be updated based on the current state of the telephone.

5. Instant Messaging – Provide the ability to send and receive secure text messages from the presence application to the user's mobile telephone.

E. Optional Voice Mail Applications

1. Option 5: Find Me Follow Me – Allows caller to reach a user at an alternate number based on rules the user defines, such as time of day, day of week, and calling line ID.

2. Option 6: Integrated Messaging Requirements

a. KCATA currently uses Exchange 2007 as its e-mail platform. Please provide details on the integration capabilities of the proposed voice mail system with this platform.

b. KCATA would prefer to maintain separate servers for e-mail and voice mail, but they shall consider other options.

c. The system shall provide a unique identifier for voice, fax, and e-mail messages in the subscriber's e-mail inbox.

d. Message Management

i. New messages will be delivered to users' voice mailbox and e-mail Inbox regardless of the status of the Outlook client.

ii. Deleted messages will be removed from the e-mail Inbox and voice mailbox regardless of the interface used to delete them.

iii. Message waiting will be turned off no matter what interface is used to listen to a new message.

iv. The message status will be changed from "New" to "Listened to" no matter what interface is used to listen to a message.

e. E-mail Playback Options

i. Provide a playback tool that has the following attributes:

1. Does not require any secondary login to voice mail or PC playback control client or playback browser in order to play message.

2. Allows user to control playback of message through any user-defined multimedia device or telephone.

3. E-mail playback control will allow user to respond via e-mail, voice mail or direct dial, delete message, forward message, or save message.

f. Telephone User Interface (TUI) Playback Options

i. Provide user with the ability to determine the total number of new voice and e-mail messages upon login to voice mailbox.

ii. Provide the ability to prioritize both voice and e-mail messages through the computer screen.

g. E-mail and Voice Mail Responses

i. Allow user to reply to an internal e-mail or voice mail message with voice or e-mail response.

ii. Allow user to save a voice message as a .WAV file so that it can be attached to an e-mail and sent to any e-mail address.

h. The system shall support browser access.

F. Optional Applications Implementation

1. For any optional items/systems accepted by KCATA and made part of the contract, the delivery, installation, and configuration shall be included in the project schedule.

2. Personnel – The Contractor shall provide personnel who specialize in deployment of the selected option and are fully certified on the applications provided.

3. Standards – As these specifications are put together with no specific equipment or respondent in mind, the Contractor shall include in the installation cost two (2) hours to provide informational presentations for each option selected to the project team.

4. Design Reviews – The Contractor's personnel shall include any option selected in the departmental design meetings.

5. Equipment Installation – The Contractor is required to install, configure, and test all applications, materials, and equipment provided under this RFP.

6. System Programming – The Contractor shall provide all system programming and database entry for any option selected by KCATA.

7. Clients – Client software shall be centrally administered and support remote installation or allow the service to be pushed to an end user's PC. The Contractor shall install the first 25 clients for each option selected that requires a client to be loaded on the end user's personal computer or mobile device.

8. Database – Contractor shall provide all database entries needed to ensure the applications provided function according to KCATA, manufacturer, and industry standards.

G. Optional Application Training

1. User – Desktop & mobile device applications, including Call Control and Presence training sessions shall be limited to twenty (20) people maximum in any one session. Sessions shall last approximately one (1) hour each.

2. System Management – The Contractor shall provide in-depth training for at least two (2) system administrators on the use of the system, including the following:

a. Client Installation

b. Database management

c. Class of service definitions

d. System management and alarms

3. System Documentation – The Contractor shall provide an overview of the system documentation and the use of all system manuals.

H. Optional Application Documentation

1. Full Documentation – Contractor shall provide manuals in electronic format on Compact Disc for all components and shall explain where and how to obtain support.

2. Instruction Manual – User manual shall be customized and provide instructions for all applications that users have access to.

3. Technical Manual – As a part of the equipment to be delivered, the Contractor shall furnish with the equipment one (1) complete technical service manual describing all components implemented in support of any application provided. In addition, manuals shall be available in electronic media and/or online.

4. Optional Application Post-Cutover Requirements – The Contractor shall provide a minimum of one (1) application specialist for one (1) business day following the cutover of any of the options implemented to assist users and management with the deployed applications.

5. Optional Application Service and Support – In addition to the general maintenance service, Contractor shall provide bi-annual review and audit of all applications and performance and make recommendations on any required changes.

2.11 Data Network Requirements

A. Proposal Response

1. Technical specifications (data sheets/cut sheets) for all proposed items (including software) are to be included in response. Technical specifications/data sheets for UPS units must be included in response and must be specific to the models proposed.

2. Trade-in: if there is a potential credit to KCATA if it trades in existing equipment, the Proposer shall state this in the Response Form and attach applicable terms and conditions. If KCATA decides to accept a potential trade-in option, the selected Contractor shall determine the dollar amount based on Contractor's review/examination of existing devices.

3. Individual components and line item pricing are to be included in Bills of Materials. Software version numbers must be included. Responses that fail to include Bills of Materials and technical specifications may be disqualified.

B. Definitions

1. Core switches: Highly available redundant high-speed network backbone. The core provides dual high-speed connections to the distribution/access switches and can also connect to Internet resources. The core aggregates the traffic from the distribution/access switch devices, so it must be capable of forwarding large amounts of data quickly.

2. Access switches: The devices to which end user network devices/systems will be connected. End devices may include wireless access points, servers, IP phones, computers, video surveillance cameras, and any other devices capable of Ethernet connections.

C. Scope of Network Contract

1. Contractor to implement a network that supports Voice over IP (VoIP) as an integral, key function.

2. Provide, configure, install, test, and document new core and access switches in the specified buildings and closets. The new switches shall support typical network applications as well as the new VoIP telephone system and other IP-based systems (security system, building automation, etc.) at each facility.

3. The Contractor shall have as a part of its implementation team a network engineer fully capable of analyzing and implementing proper Quality of Service configurations necessary to support VoIP utilizing current and new network devices. This person shall be available throughout the implementation phase of the project to assist the project team with the VoIP assessment engineering and configuration recommendations for implementing IP telephony across KCATA's existing WAN.

4. The Contractor shall provide detailed LAN configuration specifications and best practices required to support all installed VoIP components.

5. Provide, configure, install, test and document new switches

6. Provide, configure, install, test, and document new uninterruptible power supply (UPS) units for the MER and all TRs of specified buildings.

7. Provide and install all necessary cables with appropriate connector ends to interconnect all the switches provided under this contract. Manufacturer-specific stacking cables may be used for switches within a single MER or TR.

8. Provide and install new multi-mode fiber optic patch cables at KCATA's MER an TR as required to interconnect all network components.

9. The Contractor is responsible for installing all copper and fiber patch cords (regardless of provider) between the network switches and patch panels, with the exception of additions after the initial implementation. [The Voice Contractor is responsible for installing all copper patch cords at the telephone/workstation end.]

10. The Contractor is responsible for installing all copper and fiber patch cables (regardless of provider) that interconnect core and access switches provided under this contract.

11. The Contractor is responsible for working with KCATA to create a VLAN plan and to implement this plan in the furnished system. At a minimum, ten (10) VLANs shall be configured, regardless of whether all will be used immediately.

12. The Contractor is responsible for working with KCATA to develop SNMP configurations, community strings, and passwords for all devices and to implement these in the furnished system.

13. Network is responsible for working with KCATA to implement security features as required by KCATA.

14. The Contractor is responsible for working with KCATA to understand its IP addressing scheme and for implementing this scheme to support all applications provided under the RFP.

15. The Contractor is responsible for working with KCATA to ensure the proper VLAN and QoS configurations are implemented to support all applications provided under this RFP.

16. The Contractor is responsible for understanding KCATA's device naming convention and for implementing device names on all new devices.

17. The Contractor shall supply all materials and labor necessary to mount network devices and UPS units in racks/cabinets.

18. External transceivers or media converters shall not be used.

D. Patch Cables/Cords specifications – Required Element

1. Fiber Patch Cords

a. Provide multimode fiber patch cords in sufficient quantity to interconnect switches provided under this contract within core network and/or between switches in the at MERs, TRs and data center locations. (Quantity to be determined by Network Contractor)

b. Multimode Fiber Patch Cords (50 micron)

i. Pass all TIA/EIA-568B.3 performance requirements

ii. Have 50 Micron OM4 multimode fiber

iii. Have 3mm turquoise jacket

iv. Be 3-meters in length

v. Insertion loss per connection: 0.12dB typical; 0.35dB maximum

vi. Have duplex SC type connectors

vii. Factory terminated and 100% tested for insertion loss

viii. Insertion loss data recorded for every multimode patch cord

ix. Highest quality flame retardant fiber optic cable with tight-buffered coating on each optical fiber

x. Manufactured by Corning, Panduit, Leviton, or Ortronics

c. Multimode Fiber Patch Cords (62.5 micron)

i. Pass all TIA/EIA-568-B.3 performance requirements

ii. Have 62.5 multimode fiber

iii. Have 3mm orange jacket

iv. Be 3 meters in length

v. Insertion loss per connection: 0.12dB typical; 0.35dB maximum

vi. Have duplex SC type connectors

vii. Factory terminated and 100% tested for insertion loss

viii. Insertion loss data recorded for every multimode patch cord

ix. Highest quality flame retardant fiber optic cable with tight-buffered coating on each optical fiber

x. Manufactured by Corning, Panduit, Leviton, or Ortronics

E. Network Equipment General Requirements

1. All provided systems must be new and currently in manufacture.

2. Proposal pricing shall include shipping, delivery, configuration, installation within MER and TR rooms, testing, and documentation (including all labor).

3. The Proposer must specify the electrical power outlet type(s) required for each switch type where requested in your response. If power draw is more than 20-amps per circuit, Proposer must also indicate required amperage(s). If more than one 20-amp circuit is required per technology room, indicate quantity required.

4. All equipment and installation services must be warranted by the Contractor for 12 months. If this requires purchase of a maintenance program, then cost for such must be included in the base proposal.

5. All equipment must be rack mounted (19" racks and cabinets provided by Owner), including UPS devices.

6. Proposal must include all software updates and upgrades for twelve (12) months after completion. Any cost for such must be included in the base proposal (not including labor).

7. All hardware components must be "UL" approved and FCC certified, as applicable.

8. Equipment that has been announced but is not yet shipping will be considered, providing the following:

a. That the announced delivery date is on or before the installation dates of this project, and

b. That the Contractor allows a 60-day test period to ensure that equipment performs according to specifications.

F. Requirements for all switches

1. All switches must be installed with the most current software version, unless otherwise requested by Owner.

2. Identical software images must be loaded on all switches of the same type (e.g., all core switches must have the same software load).

3. All switch devices must be capable of supporting IPv6, either as configured or via a software upgrade.

4. All switch devices must be able to generate packets supporting 802.1p and 802.1Q, to provide standards-based traffic prioritization and VLANs.

5. Switches must support a minimum of 256 VLANs per port.

6. All switches must support a minimum of four (4) classes of QoS.

7. All switches must support IGMP snooping.

8. All switches must be capable of reporting RMON Statistics, Alarms, Events, and History.

9. All switches must enable network manager to mirror traffic on any port to another port for analysis by a sniffer or RMON probe.

10. Switch devices proposed must support 802.3ad link aggregation ("trunking") of multiple Gigabit Ethernet connections to aggregate bandwidth.

11. When Power over Ethernet (PoE) is called for, it is required to be a minimum of IEEE 802.3af and provide 15.40 W on every port when fully populated.

G. Core switches – Required Element

1. Purpose of core switch/switches

   a. To connect services from outside KCATA

   b. To interconnect KCATA's buildings and data center with one another

   c. To connect distribution or access switches devices

2. The core switch(es) shall be located in the MER located in the Breen building

3. All services will fail over to the standby/redundant management and switch fabric if the primary fails, and must be able to support all buildings & servers on the network, as well as continuing to provide connection to outside services.

4. The cores switch(es) shall be fully non-blocking as configured.

5. Operating system software must be enabled and configured for OSPF routing. If this requires a software upgrade, cost for such must be included in proposal.

6. Core switch(es) must support Virtual Router Redundancy Protocol (VRRP) or Hot Standby Router Protocol (HSRP).

7. Core switch(es) must support Rapid Spanning Tree (RSTP) or equivalent protocol to enable quick re-convergence after failure of a network link. Non-standard protocols are allowable, with justification. KCATA prefers a mechanism that reestablishes network links within 50 milliseconds.

8. Core switch(es) must support multicast Internet Group Management Protocol (IGMP) and Protocol Independent Multicast (PIM) dense mode and sparse mode.

9. The Core switch(es) shall be equipped and configured to support a minimum 10 Gbps over 50 micron multimode fiber for connectivity to KCATA's data center.

   a. Capacity to add a minimum of four (4) additional 10 Gbps links in the future (modules NOT required at this time – just available ports/capacity)

b. Equipped and configure Gigabit ports (appropriate connector form factor 62.5 Micron MM SC).

10. The Core switch(es) shall be equipped with 10/100/1000 copper ports to connect network infrastructure devices.

11. The Core switch(es) shall be equipped with N+1 power supplies with sufficient capacity to power all installed modules/ports at full operating capacity.

12. The Core switch(es) shall be equipped with any additional memory and accessories necessary for proper functioning.

13. Contractor must provide one (1) year hardware maintenance with Next Business Day (NBD) parts replacement for the core switches.

H. Access Switches – Required Element

1. All access switches shall be fully managed layer 2-3 devices.

2. Operating system software must be enabled and configured for OSPF routing. If this requires a software upgrade, cost for such must be included in proposal.

3. Access switches must support multicast Internet Group Management Protocol (IGMP) and Protocol Independent Multicast (PIM) dense mode and sparse mode.

4. Contractor must provide any additional memory and accessories necessary for proper functioning.

5. The access switches equipment shall be Chassis or truly stackable (single IP address per stack) switches. The switch fabric must provide a minimum of 320 Gbps per 144 10/100/1000 ports.

6. All (10) Gbps uplink ports will be supported over 50 micron multimode fiber

7. All Gigabit uplink ports will be supported over 62.5 Micron MM fiver with SC connectors

8. The uplinks between the Core and building 1 MER must be connected to different devices within any stack and support channel aggregation to provide two gigabits each to the core.

9. The building 1 MER switch must allow capacity to add a minimum of two (2) 10 Gbps links per Chassis or stack over 50 Micron O4 MM in the future (modules NOT required at this time – just available ports/capacity).

10. Power supply must provide sufficient capacity to power all installed modules/ports at full operating capacity.

11. Contractor must provide one (1) year maintenance with Next Business Day (NBD) parts replacement.

I. All switches will be equipped and configure per the table 2.11. I below

TABLE 2.11. I

Building Name	**Location**	**10G 50Micron**	**1G 62.5 Micron**	**10/100/1000 Port quantity**
Breen MER	MER/Core	2	5	192 POE
Breen	Data Center	2	0	96
Building 1	MER 2nd Floor	0	5	288 POE
Building 1	TR	0	1	48 POE
Bus Barn	MER	0	3	48POE
Bus Barn Radio	TR	0	1	24 POE
Fuel Island	TR	0	1	24 OE

J. The table 2.11.J below provides the list of data network hardware that is eligible for trade in.

TABLE 2.11.J

Product	Quantity
HP J4819A 5308 XL	4
HP J4850A 5304XL	1
HPJ4820B XL	18
HP J4904A 2848	1
HP J9088A 2610-48	1
HP J4900B 2626	1
HP J4900V 2626	1
HP J4903A 2824	1

SECTION 3

KANSAS CITY AREA TRANSPORTATION AUTHORITY

TELEPHONE SYSTEM AND DATA NETWORK

PROPOSAL INSTRUCTIONS

SECTION 3.
PROPOSAL INSTRUCTIONS
#11-5011-35
TELEPHONE SYSTEM AND DATA NETWORK

3.1 General Information

A. KCATA plans to procure a telephone system and data network to replace the current Fujitsu telephones system and HP data network with an anticipated completion date of October 31, 2011.

B. The terms "solicitation" and "Request for Proposals (RFP)" are used interchangeably, and the terms "offer" and "proposal" are used interchangeably.

C. Interested firms may submit proposals until proposal closing at 2 p.m. CST on May 24, 2011. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA's Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.

D. In cases where communication is required between bidders and KCATA, such as requests for information, communication shall be forwarded in writing directly to Joyce Young, Buyer II. Electronic comments, questions and requests for clarification should be sent to Joyce Young, Buyer II and the subject line should read "RFP # and title".

E. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.

F. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

G. A separate contract goal of 12% for DBE participation has been established for this procurement.

3.2 Reservations

A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority.

B. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without any interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a cost or price and technical standpoint.

3.3 Proposer's Responsibilities

A. By submitting a proposal, the Proposer represents that:

1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions.

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA.

B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.4 Authorization to Propose

A. If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

3.5 Withdrawal & Incomplete Proposals

A. Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.

B. Incomplete proposals may render the proposal non-responsive.

3.6 Modification of Proposals

A. Any proposals, modifications, or revisions received after the time specified for proposal closing may not be considered.

3.7 Unbalanced Proposal

A. The Authority may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

B. Approved Equals

1. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better will be accepted only when previously approved by KCATA.

2. All requests for approved equals shall be received in writing. Changes to the specifications will be made by addendum if applicable. Proposers may discuss the specification with KCATA; however, requests for changes shall be written and documented.

3. When an approved equal is requested, the bidder shall demonstrate the quality of its product to KCATA, and shall furnish sufficient technical data, test results, etc., to enable KCATA to determine whether the Proposer's product is or is not equal to specifications.

3.8 Protests

A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which

are days other than a Saturday, Sunday or legal holidays observed by KCATA for such administrative personnel.

1. Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days before the proposal closing date.

2. Post-Submittal/Pre-Award. A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the proposal closing date.

3. Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

B. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement the protester may appeal in writing to the KCATA General Manager within five (5) days from the date from the KCATA Director of Procurement's response.

C. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager's response will be provided within ten (10) days after receipt of the request. The KCATA General Manager's decision is final and no further action on the protest shall be taken by KCATA.

D. By written notice to all parties, the KCATA Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

E. Proposers should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). If Federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific Federal laws or regulations have occurred.

F. An appeal to FTA must be received by FTA's regional office within five (5) days after the date the protester learned or should have learned of an adverse decision by KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

3.9 Disclosure of Proprietary Information.

A. A Proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposals by:

1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"

2. printing each page of each such document in a different color paper than the paper which the remainder of the proposal is printed; and

3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words “Proprietary Information” in at least 16 point font, along with the name and address of the Proposer.

B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked “Proprietary Information,” as provided above, is requested under the Missouri Open Records Law, KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, KCATA reserves the right to release any documents if KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

SECTION 4

KANSAS CITY AREA TRANSPORTATION AUTHORITY

TELEPHONE SYSTEM AND DATA NETWORK

PROPOSAL SUBMISSION,
EVALUATION,
AND
AWARD

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION, AND AWARD

4.1 Proposal Copies

A. The proposal package consists of two (2) sealed packages.

B. One of the sealed packages should contain one (1) unbound original and ten (10) unbound, full, complete, and exact copies of the original proposal to be sent to:

Total of eleven (11) sets sent to:	One (1) complete copy sent directly to :
Joyce Young KCATA – Central Receiving Department 1350 E. 17th Street Kansas City, MO 64108	Pat Daniels Elert Associates 140 Third Street South Stillwater, MN 55082

The packages should be clearly labeled "RFP # and Title – Technical Proposal."

C. The second sealed packages should contain one (1) unbound original and two (2) full, complete, and exact copies of the Cost Proposal to be sent to:

Total of three (3) sets sent to:	One (1) complete copy sent directly to :
Joyce Young KCATA – Central Receiving Department 1350 E. 17th Street Kansas City, MO 64108	Pat Daniels Elert Associates 140 Third Street South Stillwater, MN 55082

The packages should be clearly labeled "RFP # and Title – Cost Proposal."

4.2 Technical Proposal Format

A. The technical proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.

B. The following are excluded from the page count:

1. Title page
2. Table of contents
3. Letter of transmittal
4. Tabs or indices
5. Additional lists of references
6. Résumé/background information (please restrict to a maximum of three (2) pages per individual)
7. Required forms such as certifications, financial data
8. Vendor registration form
9. Affirmative Action information

C. One page is defined as one side of a single 8½ x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).

4.3 Technical Proposal Content

A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements that paraphrase the requirements or attest that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

Section 1: Executive Summary/Overview

Tab

a. Letter of Transmittal

b. Written summary of the understanding of the scope of work to be performed.

c. Overview of installation and training.

d. Future growth capability of proposed system.

Section 2: Main Body of Response

Tab

a. Bills of Materials of Equipment Itemization

b. Key Personnel Experience and Qualifications

c. Financial Condition of the Firm

d. Program Management

e. Respondent Assumptions

f. Installation Methodology

g. Drawings

h. Acceptance Testing

i. Software Upgrades

j. LDAP Integration with MS Active Directory (AD)

k. IVR Application

l. Subcontractor Utilization Plan

Section 3: Required Documents

Tab

a. References to qualify

b. Maintenance guarantee from manufacturer and vendor

c. Delivery & Installation Schedule

d. Last two years audited Financial Statements, Balance Sheet for March 2011

e. Receipt of Addenda Form

f. Debarment

g. Lobbying

h. Buy America

i. Vendor Registration Form

j. Disclosure of Investigations/Actions

k. Employee Eligibility Verification

l. Proposer Status and Affirmative Action

Section 4: Exceptions

It will be assumed that the proposer accepts all conditions and considerations as outlined within this document unless specifically noted in the Exceptions section.

4.4 Title Page

1. Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), e-mail address, facsimile number, and date.

2. Table of Contents
   Clearly identify the materials by section and page number.

3. Letter of Transmittal
   The letter should be addressed to Director of Procurement, Etta J. Jackson, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
   a. Identification of proposing firm(s), including name, address, telephone number(s) and e-mail addresses of each subcontractor

   b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable

   c. Name, title, address, telephone number, and e-mail address of the contact person for this project

d. Brief statement of the firm's understanding of the services to be performed and the firm's positive commitment to provide the services as specified

e. Technical summary of the system proposed, including details about any improvements over and above the base request (for example, resiliency/redundancy, system management, database consolidation, or larger number of ports)

4. Key Personnel Experience and Qualifications

a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

b. This section should demonstrate the Proposer's experience, skills, and qualifications of the Project Manager and other key personnel in the design and implementation of telephone system and data network and in meeting client goals, objectives, and schedules. Describe direct experience administering and operating during the previous three (3) years. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.

c. Provide resumes for the proposed Project Manager and other key personnel and discuss the unique qualifications these individuals bring to the project.

d. To demonstrate the project manager's experience, provide references on up to five (5) representative projects within the last three (3) years. At least one reference contact (including name, title, e-mail address, and telephone number) should be provided for each project. Include role of the project manager, contract amount, and contract start and end dates.

5. Financial Condition of the Firm

In this section the representative must provide information demonstrating that Proposer has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of its most recent audited financial statements.

6. Program Management

a. This section should demonstrate the experience, skills, and qualifications of key personnel and staff to perform the required services. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum, address and include a service start-up plan and schedule.

b .Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.

c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.

7. Respondent Assumptions

   a. Provide a complete list of any equipment that KCATA will need to provide, such as hardware, software, and servers required to support the proposed telephone system, voice mail, and all optional equipment/applications. The list shall include detailed specifications and be organized to allow KCATA to determine which alternate or option the equipment shall support.

   b. The Contractor must provide all equipment, including but not limited to hardware, software, servers, and labor required to support and install the proposed telephone system, voice mail, and all optional equipment/applications proposed, unless it has been identified in this section.

   c. Provide details of any other assumptions taken in preparing your response to the RFP.

8. Installation Methodology

   a. Provide a detailed description of your firm's implementation methodology, including the following:

      i. Project timeline beginning with contract signing

      ii. Database collection

      iii. Network assessment

      iv. Hardware software and application deployment

      v. Training

      vi. Acceptance and warranty

9. Drawings

   a. Provide a rack diagram for all locations, including but not limited to switches servers, gateways, and card cages.

   b. Provide a complete network diagram depicting all physical and logical inter- and intra-building network facilities to be utilized in the installation, including the required number of network ports required to support all voice applications.

10. Acceptance Testing

   a. Provide the manufacturer's recommended installation and acceptance test plan for all proposed products and applications.

11. Software Upgrades

   a. Provide a detailed description of what is included in the proposed software upgrade maintenance, including the following:

      i. What type of upgrades are included (e.g., major or release, minor or versions, updates and patches)?

      ii. What is the frequency of each upgrade?

      iii. How many of each type of upgrade were required over the past year on the proposed products?

iv. How is each of the upgrades accomplished/implemented, and what impact do they have on the system availability?

v. How are IP phones and gateways affected?

vi. What tools are used to manage the upgrades?

vii. Who installs the upgrades?

12. LDAP Integration with MS Active Directory (AD)
Provide a detailed description of the system management functions that can be accessed from AD utilizing LDAP for the proposed telephone system, voice mail system, and optional applications. At a minimum, you should address the following activities:

a. Adding a new user's telephone and voice mailbox

b. Changing a user's telephone number

c. Changing a user's name

d. Changing a user's VM password

e. Updating the system telephone directory

f. Changing PSTN access privileges

g. Changing feature privileges

h. Enabling access to applications such as Presence and audio conferencing

13. IVR Application:
Provide a detailed description of the IVR module/application that is supported on the proposed Contact Center System. Please identify the following.

a. How would the system be integrated with the telephone system and contact center applications?

b. What Maximum Number of Ports?

c. Database integration capabilities and limitations.

d. Is natural speech supported?

14. Subcontractor Utilization Plan.
Subcontractors must be approved by KCATA prior to contract award. A separate contract goal of 12% for DBE participation has been established for this procurement. For each anticipated subcontract, provide the following:

a. Subcontractor's name, address, and telephone number, including the name, title, and telephone number of the contact person

b. DBE category, if applicable

c. Type(s) of goods or services to be provided

d. Estimated value of subcontract

e. The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that

each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."

f. References upon request from KCATA.

15. Exceptions, Omissions, and Form of Contract

a. Exceptions: The proposal should clearly identify any exceptions to the requirements set forth in this RFP.

b. Technical Exceptions: Respondents may find instances where they must take exception with certain technical requirements or specifications of the RFP. All exceptions shall be clearly identified in this section, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the KCATA, and a description of the advantage to be gained or disadvantages to be incurred by KCATA as a result of these exceptions.

c. Omissions: The Contractor will be responsible for providing all services, equipment, facilities, and functions that are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

d. Sample Contract and Conditions: In addition to carefully reading all of the information in the RFP, the Proposer must carefully read and review the attached sample contract (Attachment A). The successful Proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the Proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The Proposer must also provide the rationale for any requested changes. If no changes are requested, the Proposer will be deemed to have accepted the sample contract language. If the Proposer requests changes, such requests will be considered in any negotiations with KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked Proposer.

16. Disclosure of Investigations/Actions:
Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.

17. Debarment – (Attachment I)

a. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."

b. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding $25,000.

c. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

18. Lobbying – (Attachment H)

a. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.

b. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

c. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is $100,000 or more. Any disclosure forms received by the Proposer must be forwarded to KCATA.

19. Buy America – (Attachment J)

To the extent applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in this project are produced in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 C.F.R. 661.7.

20. Employee Eligibility Verification – (Attachment G)

a. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.

b. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

c. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

21. Proposer Status and Affirmative Action – (Attachment F-1, F-2)

a. All firms doing business with KCATA must be a registered vendor, and must be in compliance with the Authority's EEO and Affirmative Action requirements. Firms may be considered for certification by KCATA for such compliance by completing the information required in the Vendor Registration Form (Attachment E). However, firms that are currently in compliance need not duplicate this information. Please contact KCATA's Procurement Department at (816) 346-0254 to verify affirmative action compliance status.

b. The FTA's EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, contractors, and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).

c. Firms that do not have a current Affirmative Action compliance certification with KCATA must submit the following documents:

i. A copy of its current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment F1). Form AA1 or EEO-1 may be substituted.

i. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.

ii. A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, gender, job title, and annual salary must be submitted.

d. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.5 Proposal Submission Requirements – Cost Proposal

A. KCATA anticipates awarding a fixed price contract in a not to exceed amount.

B. Detailed and summary cost proposal forms are attached as Attachment D-1.

C. Provide an itemized bill of material (BOM) including all hardware, software, labor, shipping, and storage for all items proposed in response to this RFP.

D. Proposers are also asked to submit estimated travel expenses as a separate attachment.

E. The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP that are clearly

necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

4.6 Basis for Contract Award

A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if made, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined, are significantly more important than cost/price.

B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.7 Technical Proposal Evaluation Criteria

A. Proposals will be evaluated by the evaluation committee on the basis of the following criteria. Technical factors and price are weighted equally.

1. Cost /Price
2. Understanding of Project Scope
3. Technical Criteria
4. Qualifications, Reputation and Experience
5. Approach to Project Management and Implementation

4.8 Bonding Requirements (Construction and Facility Improvements)

A. A bid bond in the amount of five percent (5%) of the full expected cost of services to be performed based on the first year of the contract, reflected in U.S. dollars, must be enclosed in the original cost proposal envelope.

B. The bond must be written by a licensed surety firm. Failure to submit a bond with the proposal will result in the proposal being considered non-responsive.

C. A performance bond and payment bonds in the amount of one hundred (100%) of the full expected cost of year one service of the contract will be required within ten (10) days from execution of contract.

4.9 Presentations/Interviews/Written Responses

A. After the submission of proposals, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal.

The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal.

B. Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for week of May 9, 2011. Selected Proposers will be informed as to the exact time.

ATTACHMENT A
SAMPLE CONTRACT

#11-5011-35
TELEPHONE SYSTEM & DATA NETWORK

THIS CONTRACT, made and entered into as of the ____ day of _____ 2011, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ **(Contractor/Consultant)**, with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, KCATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain proposal submitted by the Contractor dated April 26, 2011, a copy of which is attached hereto as Appendix E, and hereby incorporated herein by reference ("Proposal").

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by KCATA, dated March 31, 2011 entitled telephone system & data network (sometimes referred to as the "project", the "Project" or the "work"). The Contractor hereby agrees to provide a telephone system & data network for KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for five (5) year beginning _____ and expiring on _____. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

4. CONTRACT SUM.

KCATA shall pay the Contractor in current funds for the performance/delivery of the Services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Orders" as provided in this Contract. The funds to be paid the Contractor under this contract shall not to exceed the sum of _____Dollars ($_____). A breakdown of the Contract Sum is provided in the cost proposal of the Contractor, a copy of which is attached hereto as Appendix C and hereby incorporated herein by reference ("Cost Proposal").

5. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto and incorporated herein by reference as part of this Contract. This Contract and any amendments issued hereafter constitute the entire Contract between KCATA and the Contractor.

Appendix A.	Contract Conditions; and
Appendix B.	Scope of Services; and
Appendix C.	Cost Proposal Submitted by Contractor; and
Appendix D.	Key Personnel and Approved Subcontractors.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and permitted assigns, executed this Agreement as of the day and year first above written.

_____	**KANSAS CITY AREA TRANSPORTATION AUTHORITY**
(Contractor)	
By _____	By _____
	Etta J. Jackson
	Director of Procurement
Name: _____	Date _____
Title: _____	
Date _____	

CONTRACT CONDITIONS
(Appendix A to Contract or KCATA Purchase Order)

1. ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment, or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment, or materials and workmanship at any time during the contract term, and shall have the right to reject all materials and workmanship that do not conform with the conditions, contract requirements, and specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, equipment or materials, and workmanship in accordance with the instructions, contract requirements, and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of KCATA.

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

3. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA thereto. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of any permitted assignee and their respective successors, permitted assigns, and legal representatives.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" Section of this Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

5. BONDING REQUIREMENTS

A. Performance and Payment Bonds – The Contractor shall furnish, at its own expense, a performance and payment bonds payable to KCATA in the amount of one hundred percent (100%) of the full expected cost of the services to be performed (goods to be delivered). A licensed surety company shall secure bonds. The bonds shall remain valid and in effect for the full term of this Contract.

A cash deposit, certified check, irrevocable letter of credit (LOC), or other negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be

approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.

If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.

Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

B. Warranty of Work/Materials – The Contractor warrants to KCATA, that all products, equipment, and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects, and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. Further, at a minimum, all such products, equipment, or materials must be of good quality, free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws, and be suitable for their intended purposes. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.

The work or services must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work or services against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment, or materials or faulty workmanship during the period of the guarantee at no cost to KCATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to KCATA written by the same corporate surety that provides the performance bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective products, equipment, and materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

6. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse, or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply, including KCATA's reasonable attorney fees, whether or not suit be commenced.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7. CHANGES

KCATA at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this Agreement. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Agreement, whether changed or not changed by such order, an equitable adjustment in the Contract Sum shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

8. CIVIL RIGHTS

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or the City of Kansas City, Missouri, may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.

C. Americans with Disabilities Act. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

9. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to KCATA and must be continued without interruption and that, upon contract expiration, a successor, either KCATA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its reasonable best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

10. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render, and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing giving reasons therefore to Consultant.

11. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail that goes to make any services, products, equipment or materials complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all products, equipment, materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In the case of the replacement of a

subcontractor, the Contractor shall, within five (5) days, notify KCATA in writing of the replacement and provide name, address, telephone number, and the type of service.

12. DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs." The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding $25,000. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

13. DELIVERY

Materials, products, and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition, and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of products, equipment, or materials under this Contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal of 12% for DBE participation has been established for this procurement.

B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from KCATA.

D. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts

to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA

15. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Contract. Notwithstanding any concurrence provided by the Federal government in or approval of any solicitation, subagreement, or third party contract, the Federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party contractor, lessee, or other participant at any tier of the project.

16. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract that is not disposed of by Contract shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the KCATA Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the KCATA General Manager, with a copy to the KCATA Director of Procurement. The determination of such appeal by the KCATA General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the KCATA Director of Procurement's decision.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. EMPLOYEE ELIGIBILITY VERIFICATION

To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers.

A Federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986

(IRCA), P.L.99-603.

18. EMPLOYEE PROTECTIONS (Contract Work Hours and Safety Standards Act)

A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work under this Contract that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.

C. Withholding for Unpaid Wages and Liquidated Damages. KCATA shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.

D. Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

19. ENVIRONMENTAL

A. Clean Air. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42, U.S.C. § 7401 et seq. The Contractor agrees to report, and to require each subcontractor receiving more than $100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure

notification to FTA and the appropriate U.S. EPA Regional Office.

B. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and require each subcontractor receiving more than $100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

C. Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulating provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B or 40 CFR Part 247.

20. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

21. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contract, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal government deems appropriate.

22. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri, except those pertaining to conflicts of laws. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this contract, respecting its alleged breach, shall be instituted only in the circuit court of Jackson County, Missouri.

23. HEADINGS

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

24. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

25. INDEPENDENT CONTRACTOR

The parties hereto agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the Services under this Contract in an orderly, timely, and efficient manner, consistent with professional skill, care and the orderly progress of the Project.

26. INSTALLATION

If specified, the Contractor shall install and place in operation, subject to approval of KCATA, the equipment, at the Contractor's expense, within thirty (30) days from issuance of a notice to install issued by KCATA. If required, the Contractor shall assemble the equipment as part of the installation.

27. INSURANCE

The insurance required under the purchase order or contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation policies, shall name KCATA, its commissioners, officers and employees as additional insureds. The policies shall provide coverage applicable to the operations of KCATA. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders Association Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

A. Contractual liability coverage is applicable.

B. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: ***Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.***

Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

The requirements for insurance coverage are separate and independent of any other provision under the KCATA purchase order or the contract.

The requirements for insurance coverage are separate and independent of any other provision hereunder.

C. Worker's Compensation and Employers Liability:

Workers Compensation:	Statutory
Employer's Liability Limit:	Bodily Injury by Accident: $500,000 each accident
	Bodily Injury by Disease: $500,000 each employee
	Bodily Injury by Disease: $500,000 policy limit

The Contractor and any subcontractor shall maintain adequate worker's compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly or related services in conjunction with this Contract.

D. Commercial General Liability

Bodily Injury and Property Damage:	$1,000,000 Each Occurrence
	$2,000,000 Annual Aggregate

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and

subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, KCATA, its commissioners, officers, and employees. Using IS0 Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

E. Auto Liability:

Bodily Injury and Property Damage: $1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off KCATA's premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

F. Professional Liability Insurance:

Professional Liability Limit:	$1,000,000 Each Occurrence
	$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain Professional Liability Insurance Covering any damages caused by an error, omission or any negligent acts of the contractor or its employees with regard to performance under this Contract.

28. LIABILITY AND INDEMNIFICATION

A. Contractor's Liability. Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any products, equipment or materials provided or services rendered under this Contract.

B. Subrogation. Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, officers and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Contract.

C. Indemnification. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorneys' fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this Section, by an employee of Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA, or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services, under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

29. LICENSING, LAWS, AND REGULATIONS

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the providing of products, equipment, or materials, or the performance of the Services, under this Contract.

The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable Federal, State, county, or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

30. LOBBYING RESTRICTIONS

Pursuant to Public Law 104-65, the Contractor is required to certify, and does hereby so certify, that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractors who use non-Federal funds for lobbying on behalf of specific projects or proposals must

submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form LLL, "Disclosure Form to Report Lobbying", is required with the Contractor's first submission initiating KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.

Contractor is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is $100,000 or more. Any such disclosure forms received by the Contractor must be forwarded to KCATA.

31. NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's (title).

Issues regarding the Contract, changes, amendments, etc., are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or by mailing the same postage prepaid, addressed to the following:

If to KCATA: Etta J. Jackson, Director of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: Name: _____
Company: _____
Address: _____
_____

32. PATENTS AND RIGHTS IN DATA AND COPYRIGHTS

A. Rights in Data

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; test in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of this Contract:

    a. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the

written consent of KCATA in its sole discretion, until such time as KCATA may have either released or approved the release of such data to the public.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal government purposes."

(1) Any subject data developed under this Contract, whether or not Contractor or KCATA registered the copyright has been obtained; and

(2) Any rights of copyright purchased by KCATA or the Contractor using Federal assistance in whole or in part provided by FTA.

As used in the previous sentence, "for Federal government purposes," means use only for the direct purposes of the Federal government.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA expressly determines otherwise, Contractor by performing experimental, developmental, or research work required by the underlying Contract, agrees to permit FTA to make available to the public, either under FTA's license in the copyright to any subject data developed in the course of this Contract, or through distribution of a copy of the subject data first produced under this Contract for which a copyright is not available under 17 U.S.C. § 101 et. seq. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal government may direct. This Subsection, however, does not apply to adaptations of automatic data processing equipment or programs for KCATA's or Contractor's use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal government, its commissioners, officers, agents, and employees acting within the scope of their official duties (the "Indemnified Person") against any liability, including costs and expenses, resulting from any claim against Indemnified Person alleging misappropriation or infringement of intellectual property or proprietary rights, copyrights, or rights of privacy of a third party, arising out of the publication, translation, reproduction, delivery, use or disposition of any data or Work furnished under this Contract. Contractor shall not be required to indemnify an Indemnified Person for any such liability arising out of the wrongful act of such Indemnified Person.

e. Nothing contained in this Section on rights in subject data shall imply a license to the Federal government under any Contractor patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal government under any Contractor patent.

f. Data that is developed by KCATA or Contractor under this Contract and financed entirely without using Federal assistance provided by the Federal government that has been incorporated into work required by this Contract is exempt from the requirements of subsections (b), (c), and (d) of this Part (2) of this Section, provided that KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.

B. Patent Rights. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of work under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify KCATA immediately and provide a detailed report, who in turn shall ultimately notify the FTA. Unless the Federal government later makes a contrary determination in writing, and irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organizations, institution of higher education, individual), KCATA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

33. PROHIBITED INTERESTS

No board member, officer, employee, or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

34. PROHIBITED WEAPONS AND MATERIALS

Missouri Revised Statutes, 571.107 allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.

No weapon, including firearms concealed or not, other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.

No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility, or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA in its sole discretion.

Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes,

purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

35. QUALIFICATION REQUIREMENTS

"Qualification Requirement," as used in this Section, means a KCATA requirement for testing or other quality assurance demonstration that must have been completed before Contract award. One or more qualification requirements may apply to the products, equipment, materials, supplies, work or services covered by this Contract, whether the covered product or service is an end item under this Contract or simply a component of an end item. The products, equipment, material, supply, work or service must be qualified at the time of award of this Contract, whether the Contractor or a subcontractor will ultimately provide the same in question. If, after award, KCATA discovers that an applicable qualification requirement was not in fact met at the time of award, KCATA may either terminate this Contract for default or allow performance to continue if adequate consideration is offered and KCATA determines the action is otherwise in KCATA's best interest.

36. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Contract and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to KCATA all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

37. REQUESTS FOR PAYMENT

Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of products, equipment, materials, work or services furnished. All invoices and correspondence shall reference KCATA's Purchase Order number. Separate invoices shall be submitted for each purchase order or work (task) order.

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s), and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section that shows current payment and cumulative. KCATA may perform random

audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of this Contract.

Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of products, equipment, materials or supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

38. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

39. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building which is a part of the project will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all applicable work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

40. SERVICE MANUAL AND WIRING SCHEMATIC

If specified, the Contractor will provide at least one (1) copy of a service manual and at least one (1) copy of wiring schematics for individual components and other schematics and drawings as may be applicable to any equipment or project work in question.

41. SEVERABILITY

If any clause or provision of this Contract is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

42. SUBCONTRACTORS

A. Subcontractors. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed on an Appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA in its sole discretion. Contractor shall be solely

responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Contract, or draw down on any letter of credit provided in lieu of retainage under this Contract. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

B. Adequate Provision(s) in Subcontract(s). Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete contract. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

3. The following provisions if included in this Contract:

   Acceptance of Material – No Release
   ADA Access Requirements
   Agreement in Entirety
   Assignment
   Bankruptcy
   Bonding (Performance, Payment, Warranty of Work)
   Breach of Contract; Remedies
   Buy America
   Changes
   Civil Rights
   Clean Air
   Clean Water
   Continuity of Services
   Contractor's Personnel
   Contractor's Responsibility
   Debarment and Suspension
   Delivery
   DBE
   Disclaimer of Federal Government Obligations or Liability
   Dispute Resolution
   Employee Eligibility Verification
   Employee Protections
   Employee Protections (Contract Work Hours & Safety Standards Act)
   Energy Conservation
   Federal Changes
   Fraud and False or Fraudulent Statements or Related Acts
   Governing Law: Choice of Judicial Forum

Headings
Independent Contractor
Installation
Insurance
Laws and Regulations
Liability and Indemnification
Lobbying Restrictions
Notification and Communication
Patents and Rights in Data and Copyrights
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Qualification Requirements
Record Retention and Access
Requests for Payment
Right to Offset
Service Manual and Wiring Schematics
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Training
Unavoidable Delays
Warranty; Warranty of Title
General Provisions

The Contractor will take such action with respect to any subcontractor or procurements as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

43. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the services under this Contract for the period of time that KCATA determines appropriate for the convenience of KCATA.

44. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS reporting purposes.

45. TERMINATION

A. Termination for Convenience. KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this

Contract. If the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor will account for same, and dispose of it in the manner KCATA directs.

B. Funding Contingency. If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate this Contract in accordance with other provisions of this Contract.

C. Termination for Default [Breach or Cause]. If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue the project, or treat the termination as a termination for convenience.

D. Opportunity to Cure. KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach. In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

F. Property of KCATA. Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all work or services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

46. TRAINING

If specified, the Contractor shall properly train KCATA personnel in the operation and maintenance, to include preventive maintenance, of any applicable equipment supplied as part of the project. The estimated amount of training man-hours will be provided as specified.

47. UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

A. Notification of Delays. The Contractor shall notify the KCATA Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.

B. Request for Extension. The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the KCATA Director of Procurement to make a decision on any request for extension. The KCATA Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The KCATA Director of Procurement shall notify the Contractor of its decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

48. WARRANTY; WARRANTY OF TITLE

The Contractor agrees that products, equipment, materials, or services furnished under this Contract shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials, or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

49. GENERAL PROVISIONS

A. No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.

B. Extensions of Time. No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

C. Binding Effect. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

D. Counterparts. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

E. Interpretation; Update of Citations. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.

F. When Effective. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

G. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.

H. Time Periods. A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

I. Survival. In addition to any provisions expressly stated to survive termination of this Contract, all

provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

J. Authority of Signatories. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

APPENDIX B
SCOPE OF WORK – SPECIFICATIONS

(Appendix B to Agreement or KCATA Purchase Order)

[To be attached to Agreement as applicable to each IFB]

APPENDIX C
COST PROPOSAL

Dated_____, 20___

(Appendix C to Agreement or KCATA Purchase Order)

[Contractor will prepare and submit with its response to IFB]

APPENDIX D
KEY PERSONNEL AND APPROVED SUBCONSULTANTS

ATTACHMENT B
PROPOSAL CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

Write "yes" on the blank space if you have included those items for submittal of your proposal.

_____ Contractor's Relative Experience/Reference Form (Attachment C- separate)

_____ Proposal Response Form (Attachment D – separate)

_____ Vendor Registration Form (Attachment E)

_____ Work Force Analysis Report Form (Attachment F-2; Unless Already on File with KCATA)

_____ Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form (Attachment G)

_____ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment H)

_____ Certification of Debarment (Primary and Lower-Tier) Form (Attachment I)

_____ Buy America (Attachment J)

_____ Receipt of Addenda Form (if issued)

_____ Audited Financial Statements for Past Two Years

Kansas City Area Transportation Authority

Procurement Department
1350 E. 17th Street
Kansas City, MO 64108
(816) 346-0254

ATTACHMENT E
Vendor Registration Application

☐ **REVISION** ☐ **INITIAL**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form in its entirety and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Legal Entity Name:				**Phone:**	
Doing Business As:				**Toll-free Phone:**	
Physical Address:				**Fax:**	
City:				**Email:**	
State:		**Zip:**		**Website:**	
Contact Person Name:				**Title:**	
Contact Phone:				**Contact Email:**	
Mailing Address:				**Phone:**	
City:				**Fax:**	
State:		**Zip:**		**Comments:**	

Business Type:	☐ **Individual**	☐ **Partnership**	☐ **Corporation**
	☐ **Limited Liability Company**	☐ **Other (Explain) _____**	
If Incorporated, in Which State:		**Federal Tax ID No:**	
Years in Business:		**Years in Business Under Current Name:**	

Annual Gross Receipts:	☐ **Less than $250,000**	☐ **$250,000 to$ 500,000**	☐ **$500,000 to 1 Million**
	☐ **$1 Million to 5 Million**	☐ **$5 Million to 10 Million**	☐ **More than 10 Million**

Standard Invoice Terms:	**Due Days**	**Discount Days**	**Percent**

Identify the goods or services you are interested in providing to KCATA:

NAICS CODE(S):		**SIC CODE(S):**	
NAICS CODE(S):		**SIC CODE(S):**	

Identify number of personnel employed by the company in the following categories:

Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)

1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.	☐ YES	☐ NO	☐ ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.	☐ YES	☐ NO	☐ ENCLOSED
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.	☐ YES	☐ NO	☐ ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?	☐ YES	☐ NO	

Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26

For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.

WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of $5,000 for KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a Federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under Federal law to work in the United States**.**

CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

Signature		**Date**
Printed Name		**Title**

Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108
Fax: (816) 346-0336 or email: proc@kcata.org

KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION CERTIFICATION PROCESS

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include the following documents to KCATA's Procurement Office:

1. A written Affirmative Action plan in accordance with the following list of component parts.

    - Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;
    - Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;
    - An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
    - Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
    - An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
    - All data submitted must reflect current year figures.

2. In lieu of an Affirmative Action Plan, a current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.

3. A current Workforce Analysis Form (enclosed).

4. A formal request for exemption from #1 and #2 above, if your firm has twenty-five (25) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE Officer, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

ATTACHMENT F-1
GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.

4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.

2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.

3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.

4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.

5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.

6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.

7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.

8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

ATTACHMENT F-2 **WORK FORCE ANALYSIS REPORT** **FORM AA1, PART II**

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															

TYPE OF BUSINESS ☐ Manufacturing ☐ Wholesale ☐ Construction ☐ Regular Dealer ☐ Selling Agent ☐ Service Establishment ☐ Other

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT G-1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding $5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

_____
Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

_____
Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

ATTACHMENT G-2
AFFIDAVIT OF LOWER-TIER PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding $5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

_____
Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

_____
Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

ATTACHMENT H

CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

I,_____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Contractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ____day of _____20___

By_____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Subcontractor Under a Major Third Party Contract), hereby certify on behalf of _____ _____ (Name of Grantee or Potential Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ____day of _____, 20___.

By _____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT I-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _ _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT I-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) _____ _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT),_____ _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT J

BUY AMERICA CERTIFICATION

For Steel or Manufactured Products Other Than Rolling Stock

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirements pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT K
HOTEL AVAILABILITY AND RATES

Must Request Government Rates – Based on Availability

HOLIDAY INN AT COUNTRY CLUB PLAZA $107.00 + Tax
One E. 45th Street, Kansas City, Missouri – Country Club Plaza
(816) 753-7400 **Includes unlimited local phone & wireless internet

MARIOTT RESIDENCE INN $107.00 + Tax
2975 Main Street, Kansas City, Missouri – Crown Center
(816) 561-3000 **Queen studio with hot breakfast and wireless internet. Charge on phone.

KC MARIOTT DOWNTOWN $179.00 + Tax
200 W. 12th Street, Kansas City, Missouri - Downtown *Subject to change
(816) 421-6800
(Corporate Rate - Government rates Not available)

BEST WESTERN SEVILLE PLAZA $98.00 + Tax
4309 Main Street, Kansas City, Missouri – Country Club Plaza
(816) 561-9600 **Includes breakfast, local calls, hi-speed internet & parking

MARRIOTT – COUNTRY CLUB PLAZA HOTEL $107.00 + Tax
4445 Main Street, Kansas City, MO – Country Club
(816) 531-3000 **Includes local calls & hi-speed internet

ALADIN HOLIDAY INN $103.00 + Tax
1215 Wyandotte, Kansas City, MO – Downtown
(816) 421-8888 **Includes free wireless internet & local telephone

HYATT REGENCY CROWN CENTER $107.00 + Tax
(State)
2345 McGee Street
(816) 421-1234 **Includes continental breakfast, hi-speed internet & local phone

WESTIN CROWN CENER $107.00 + Tax
One Pershing Road, Kansas City, MO – Downtown
(816) 474-4400 **includes wireless internet & local telephone

Rev: 12/28/10

KCATA TRAVEL POLICY FOR CONTRACTORS

Article I. General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.

2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than the special rate for a single room at the KCATA designated hotels, which is a maximum daily amount of $125.00 (incl. tax).

3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of $60 a day. Alcoholic beverages are **not** an eligible reimbursable expense.

4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless approved in writing by KCATA's Project Manager in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.

5. **Telephone:** Project-related, long-distance business calls will be reimbursed.

6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.

7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.

8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of 51.0 cents per mile (based on IRS' 2011 established rate).

ATTACHMENT L

CONTRACTOR LIST

PROPOSAL #11-5011-35
TELEPHONE SYSTEM AND DATA NETWORK

Brain Young
State and Local Representive
GN Hello Direct, Inc.
77 Northeastern Blvd.
Nashua, NH 03062
(888) 321-0028 ext: 2449
byoung@hellodirect.com

Mike Petty
Siemens Enterprise Communications, Inc.
North American Sales
10315 Manor Road
Shawnee Mission, KS 66206
(913) 905-5510
Michael.petty@siemens-enterprise.com

Kate Gollogly
Analyst, Homeland Security & Justice/
Public Safety
INPUT
11720 Plaza America Dr., Suite 1200
Reston, VA 20190
703-707-3567
kgollogly@input.com

Mark Greim
V.P. of Sales
sipVine, Inc.
1321 Burlington St, Suite A
North Kansas City, MO 64116
(816) 268-2590
mgreim@sipvine.com

Matthew Lemens
Lemens Telephone Systems
501 W. Green St.
Versailles, MO 65084
(573) 378-7455
matthew@lemens-ts.com

Candace Vannice
Sr. Marketing Specialist
JMA Information Technology
10551 Barkley, Suite 400
Overland Park, KS 66212
(913) 722-3252 ext. 119
Cvannice@jma-it.com

Russel Bohn
Solution Sales Consultant
Midwest Technology Connectin
410 W. 5th St.
Kansas City, MO 64105
(816) 471-3553 ext. 128
rbohn@mtcweb.com

Julie McNichols
DVS
111924 W. 132nd Street
Overland Park, KS 66213
(847) 564-4486
julief@dvsweb.com

Brian Coatney
Celeritas Telecom
7101 College Blvd. Suite 600
Overland Park, KS 66210
(913) 491-9000
coatney@celeritas.com

Barbara Clements
Auditel, Inc.
P.O. Box 560506
Montverde, FL 34756
(800) 473-5655
bclements@auditelinc.com

Elaine Hamilton
VISIONFIVE
P.O. Box 411492
Kansas City, MO 64141-1492
(816) 756-0912
elaine@visionteleproduction.com

Melissa L. Ward
American Telephone, Inc.
6950 Squibb Road, Suite 420
Mission, KS 66202
(913) 780-3166
Melissa@americantelephoneinc.com

Lori Thompson
BTU Consultants
1293 Pinehurst Club Ct.
O'Fallon, MO 63366
(636) 294-7117
lori@BTU-consultants.com

Jeremy Dautenhahn
AOS, Inc.
12851 Foster Street
Overland Park, KS 66213
(913) 307-2300
jeremy.dautenhahn@aos5.com

Greg Carleton
Missouri Office Systems & Supplies, Inc.
13010 White
Grandview, MO
(816) 761-5152
greg@8asupplier.com

Michelle A. Lewis
Allegiant Networks
14643 W. 95th Street
Lenexa, KS
(913)-402-2202
mlewis@allegiantusa.com

Cory Bryars
Communication Integrity Group
707 N. Lindenwood Dr.
Olathe, KS
913-254-6120
c.bryars@cigkc.com

Randy Pettit
Dice Communications
15404 W. Center Rd.
Omaha, NE
515-710-0596
rpettit@dicellc.com

Michael Lacovone
Black Box
727 Congress Park Drive
Centerville, OH
937-438-8660
Michael.iacovone@nuvt.com

Daniel Lohman
7808 N. Revere
Kansas City, KS
952-456-3537
dlohman@crosstelecom.com

Randy Lindsted
Marco
7003 W. Lake Street, Suite 100
St. Louis Park, MN
651-634-6103
randyl@marconet.com

Frank Milo
Matrix
171 Cheshire Ln N Ste. 700
Plymouth, MN
763-475-5551
fmillo@matrixcomm.com

Mark Lindgren
Transcend United
7801 E. Bush Lake Rd #210
Minneapolis, MN
952-835-8338
mark.lindgren@transcendunited.com

Ron Lawrence
Legacy Voicemail, Inc.
8283 N. Hayden Rd., Ste# 291
Scottsdale, AZ 85258
(480) 998-9500
ron@legacyvoicemail.com

Jim Walker
Carousel Industries
10002 Craig Dr
Overland Park, KS 66212
(615) 815-3308
jwalker@carouselindustries.com

Belinda Donley
ISG Technology Inc.
7929 Bond St.
Lenexa, KS 66214
(913) 541-4021
bdonley@isgtech.com

Kerri Casey
Softchoice Corporation
1600 Genessee St
Kansas City, MO 64102
(800) 268-7638
kcas@softchoice.com

Noelle Scaramucci
Athena Communications, LTD
9013 W. 51st Terr
Merriam, KS 66203
(913) 599-3444
mail@athenacomm.com

Kenneth Yancy
Call Blast Communications, LLC
2300 Main St., Ste. 900
Kansas City, MO 64108
(816) 256-4646
kennyyancy@callblast.com

Gretchen Gregory
Pangea Networks
9664 Marion Ridge Drive
Kansas City, MO 64134
(816) 767-9364
ggregory@pangeanetworks.com

Angela Hurt
Veracity Consulting, Inc.
15621 W. 87th #195
Overland Park, KS 66219
(913) 647-7999
angela.hurt@veracityit.com

Moieshae Burroughs
American Business Communication
4860 College Blvd., Ste. 206
Overland Park, KS 66211
mburroughs@americanbc.com

Randal McKinnis
American Legacy Construction Group, Inc.
1216 SE Broadway Drive, Ste. C
Lee's Summit, MO 64081
(816) 554-3800
rmckinnis@americanlegacyconstruction.com

Ajamu Webster
Dubois Wireless Solutions
5737 Swope Parkway
Kansas City, MO 64130
(816) 333-7722
awebster@duboisengrs.com

Alfre Gonzales Jr.
Gonzales Communications, Inc.
10821 Lakeview Avenue
Lenexa, KS 66219
(913) 829-7601X201
pmay@gonzalescomm.com

Monica Bury
Pro Circuit Inc.
4925 Deramus Ave
Kansas City, MO 64120
(816) 474-9292
monicabury@procircuitinc.com

Barbara L. Carr
Electronic Technology, Inc. 5700 Merriam Drive
Merriam, KS 66203
(913) 962-8083
bcarr@directmw.com

ATTACHMENT C
REFERENCE FORM

1 RESPONDENT AND SUBCONTRACTOR QUALIFICATIONS, SUPPORT CAPABILITIES, AND REFERENCES

1.01 Information about the Respondent

A. Company name

B. Legal name (if different)

C. Years in business

D. Number of years selling systems similar to this Proposal

E. Contact person

F. Full mailing address

G. Telephone number

H. Fax number

I. E-mail address

J. Name and phone number of bonding company

K. Number of full-time employees

L. Number of technical/installation personnel (minimum of four dedicated to this project)

M. Names and titles of personnel who would be providing the training for the equipment in this project (Attach listing of experience with similar projects.)

N. Name of person who would be project manager for this project (Attach listing of experience with similar projects.)

O. Dunn and Bradstreet Number

1. Respondent - _____
2. Voice Manufacturer - _____
3. Other Manufacturer - _____

1.02 Qualification and Requirements

A. If more than one (1) company is involved in the installation, training, and/or support after installation, there must be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved.

   List Prime Contractor here: _____

B. The response shall include a statement from all involved Respondents agreeing that the configuration shall work as specified and that all Respondents shall work under the Prime Contractor to resolve any configuration or interoperability problems during the installation process at no additional cost to the District. Write statement below.

   _____

   _____

   _____

1.03 Experience and Existing Customers – How many similar systems has the Respondent sold/installed?

A. In the area: _____

B. Statewide: _____

C. Nationwide: _____

1.04 Telephone System – All prospective Respondents must provide a minimum of three installation and three maintenance references for the proposed Telephone Network and three Data Network installation referencesusing the reference format provided below. The references must be similar in scope and size to the District's project and must demonstrate the following:

A. At minimum, one of the three telephone references must have at least 700 telephones deployed in a multi building campus environment.

B. At a minimum, one of the three Data Network references must have at least 1500 ports deployed in a multi building campus environment .

C. References must demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least one (1) year of experience with the same system(s) in the same environment.

D. **References will be contacted – please verify information before submitting**. Use the format below for all references. All references will be called. Please inform your contacts that a 10 to 15 minute call may be anticipated.

Telephone Reference 1:

Organization Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Dates of Installation _____

Description of System _____

Number of Lines/Ports/Jacks _____

Number of Networked Locations _____

Telephone Reference 2:

Organization Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Dates of Installation _____

Description of System _____

Number of Lines/Ports/Jacks _____

Number of Networked Locations _____

Telephone Reference 3:

Organization Name _____

Address _____

_____

Type of Business_____

Contact Person _____

Telephone Number _____

Fax Number_____

E-mail Address _____

Dates of Installation_____

Description of System _____

Number of Lines/Ports/Jacks_____

Number of Networked Locations _____

Data Network Reference 1:

Organization Name _____

Address _____

_____

Type of Business_____

Contact Person _____

Telephone Number _____

Fax Number_____

E-mail Address _____

Dates of Installation_____

Description of System _____

Number of Ports _____

Number of Networked Locations_____

Data Network Reference 2:

Organization Name _____

Address _____

_____

Type of Business_____

Contact Person _____

Telephone Number _____

Fax Number_____

E-mail Address _____

Dates of Installation_____

Description of System _____

Number of Ports _____

Number of Networked Locations_____

Data Network Reference 3:

Organization Name _____

Address _____

_____

Type of Business_____

Contact Person _____

Telephone Number _____

Fax Number_____

E-mail Address _____

Dates of Installation_____

Description of System _____

Number of Lines/Ports/Jacks_____

Number of Networked Locations_____

E. Subcontractors/Partners

1. The applicable terms and provisions of the contract documents shall bind every subcontractor. Further information about subcontractors may be requested prior to award.

2. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners," if necessary.

Business Name	Years Experience	Type of Work	Percent of Project

F. References for Subcontractors/Partners – Include below three (3) references for EACH subcontractor. (Duplicate this page if needed for multiple subcontractors.) Again, preference shall be given to Respondents with references for implementations at organizations most similar to the client.

Subcontractor References will be contacted. Please verify information before submitting. Utilize the format below for all subcontractor references. All references will be called. Please inform your contacts that a 10 to 15 minute call may be anticipated.

Subcontractor Reference Format

Organization Name _____

Address _____

_____

Type of Business_____

Contact Person _____

Telephone Number _____

Fax Number_____

E-mail Address _____

Dates of Installation_____

Description of System _____

Number of Lines/Ports/Jacks_ _____

Number of Networked Locations _____

1.05 Telephones Service after Installation

A. How many service personnel trained in maintaining the proposed systems does Respondent employ in the District's area? Please indicate location closest to the District.

1. Trained Service Personnel: _____
2. Location: _____
3. Ratio of Installed Lines to Certified Techs: _____

B. Provide the address of Respondent's service center(s) closest to the District:

1. Company _____
2. Address _____
3. Telephone Number _____

C. Who shall maintain parts inventory? At what location?

1. Company _____
2. Address _____
3. Telephone Number _____
4. What critical component parts are kept in stock at this location?

1.06 Below, please acknowledge receipt of any addenda with the number and date on the addendum document:

_____

_____

_____

1.07 Financial statements – Upon request, financial statements from the Respondent, Manufacturer, and subcontractor(s) inclusive of cash flow sheet, income sheet, balance sheet, and asset liability statement for the last three (3) years shall be provided.

ATTACHMENT D-1
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY

Proposal Number:_____ Date of Issuance:_____

For:_____

KCATA Representative and Tile:_____

Telephone #:_____Fax #_____Email:_____

****

The undersigned, acting as an authorized agent or officer for the Proposer, do hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Proposals and any subsequent Addenda. The Proposer shall immediately notify KCATA in the event of any change.

2. The pricing submitted shall remain fixed for the duration of this procurement.

3. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.

Company Name (Type/Print)_____Date_____

Address/City/State/Zip_____

Authorized Signature_____Title_____

Name (Type/Print)_____Telephone #/Fax #_____

****

KCATA hereby accepts the offer submitted by your company in response to the Request for Proposals/Bid and for the items listed.

_____This award consummates the contract, which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) this contract award. No further contractual document is necessary.

_____A Contract will be issued which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) KCATA's required terms and conditions as set forth in the Request for Proposal/Bid documents.

A Notice to Proceed, as well as a Purchase Order, will be forthcoming under separate cover.

Authorized Signature for KCATA_____

Title_____Date_____

KCATA Voice and Data Network Systems RFP Exhibit A : Cost Work Sheet	
For all items requested in this section, the Respondent shall include, the cost to provide all servers, hardware, software, equipment, shipping and labor to provide, install, configure, and cutover or make operational a fully functioning turnkey system.	
(1). Telephone Base System - The telephone system shall included the items listed below and shall be sized based on the quantities provided in section 2.4.F1 Telephone System Configuration Table of the RFP.	
A. System Management Tools with access from any location in KCATA	
B. Call Accounting	
C. Traffic reporting software	
D. Long handset cords (minimum 12 ft.) on all new phones	
F. Auto out-dial to service center on alarm	
G. Remote maintenance callback modem for all locations (or whatever Respondent determines is best alternative for their equipment)	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
(2). Voice Mail Base System - The voice mail system shall be sized based on the quantities provided in section 2.5.C.1 Voice Mail System Configuration of the RFP.	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
(3). Contact Center Base System - The Contact Center system shall be sized based on the quantities provided in section 2.9.D.1 Contact Center System Configuration Table & 2.9.D.2 Contact Center Call Recording System Sizing Requirements of the RFP.	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00

Optional Telephone Equipment/Services Configuration Requirements	
KCATA shall determine which, if any, of the options listed below will be included in the contract based on their cost and impact on the overall project budget.	

(4). Option 1 Conference Bridge with Collaboration – Equipped with 24 audio ports and 24 collaboration sessions and shall be capable of expanding up to a maximum of 48 ports for each. Reference Section 2.10 A	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00

(5). Option 2 PC Desktop Unified Communications Applications Reference Section 2.10 B	
1. 200 Users	**Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Contractor to install first 25 desktops)	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00

2. Provide cost to install and configure the above PC desktop UC application for additional clients.	**Total Cost**
175 Desktop Clients	$0.00

(6). Option 3. PC Desktop Video Reference Section 2.10 C	
1. 200 Users	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Contractor to install first 25 desktops	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00

2. Provide cost to install and configure the above PC desktop Video application clients for additional clients	**Total Cost**
175 Desktop Clients	$0.00

(7). Option 4 Mobility - Cost to implement recommended solution for the following quantities. Reference Section 2.10 D	
1. 5 Users	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
(8). Optional Voice Mail Application -	
1. Option 5 Find Me, Follow Me – Reference Section 2.10 F1	
200 Users	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Contractor to install first 25 desktops for all of the options requested	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
2. Option 6 Integrated/Unified Messaging with MS Exchange- Reference Section 2.10 F2	
200 Users	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Contractor to install first 25 desktops for all of the options requested	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
3. Provide cost to load and configure the above integrated messaging for additional clients	**Total Cost**
a. 175 Client	$0.00
(9). Data Network Base System	
1. Provide cost to provide, configure, and install the data network. Maintenance is on core devices only as defined in the RFP.	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Year 1 Maintenance	$0.00
Trade In Value (Show as negative number)	$0.00
Total	**$0.00**

(9). Data Network Base System – continued from above	
Maintenance : Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
(10). UPS Base System	
1. Provide cost to provide UPS Systems to support all data network equipment and voice services for 15 minutes.	**Total Cost**
Hardware & Software	$0.00
Professional Services Labor	$0.00
Warranty Following Final Acceptance	$0.00
Total	**$0.00**
(11). Provide hourly rate to provide a remote system administration support to perform moves, adds and changes during normal business hours.	**Cost per Hour**
Warranty Period	$0.00
Maintenance: Year 2	$0.00
Year 3	$0.00
Year 4	$0.00
Year 5	$0.00
Maintenance pricing will be used for evaluation purposes. KCATA reserves the right to accept or not accept the maintenance pricing.	

Provide Detailed Add and Delete Schedule

Part Number & Description	Post - Cut
Example 1 (Level 1 Telephone with license)	$0.00
Example 2 (Level 2 Telephone with license)	$0.00
Example 3 (Level 3 Telephone with license)	$0.00
Example 4 (Soft phone)	$0.00
Example 5 (PRI Trunk Card)	$0.00
Example 6 (Analog/FXS Line Card)	$0.00

100 % Performance Bond: Cost based on option items excluded	$0.00
100 % Payment Bond: Cost based on option items excluded	$0.00

Summary Cost	**Hardware, Software, Professional Service Labor and 1st Year Warranty Cost**
Telephone Base System	$_____
Voice Mail	$_____
Contact Center	$_____
Sub-Total	$_____
Data Network System	$_____
UPS System	$_____
Sub-Total	$_____
Other Costs- Use a separate sheet of paper	$_____
Total of Base Proposal	$_____
	$_____
Option 1 Conference Bridge	$_____
Option 2 PC Desktop Unified Communications	$_____
Option 3 PC Desktop Video	$_____
Option 4 Mobility	$_____
Option 5 Find Me Follow Me	$_____
Option 6 Integrated/Unified Messaging	$_____